

Guy Ruttenberg, Bar No. 207937  
[guy@ruttenbergiplaw.com](mailto:guy@ruttenbergiplaw.com)  
Bassil Madanat, Bar No. 285280  
[bassil@ruttenbergiplaw.com](mailto:bassil@ruttenbergiplaw.com)  
Dennis Ma, Bar No. 284761  
[dennis@ruttenbergiplaw.com](mailto:dennis@ruttenbergiplaw.com)  
RUTTENBERG IP LAW, A PROFESSIONAL  
CORPORATION  
1801 Century Park East, Suite 1920  
Los Angeles, CA 90067  
Telephone: (310) 627-2270  
Facsimile: (310) 627-2260

*Attorneys for Plaintiffs*  
Jason Hullinger, Benjamin de Bont and  
Agora Systems LLC

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JASON HULLINGER, an individual, BENJAMIN  
DE BONT, an individual, AGORA SYSTEMS  
LLC, a California limited liability company,

Plaintiffs,

v.

KUNAL ANAND, an individual, JULIEN  
BELLANGER, an individual, PREVOTY, INC., a  
Delaware corporation, JAMIE MCNIEL, an  
individual, MICHAEL STERN, an individual,  
ADAM LILLING, an individual; PLUS CAPITAL,  
L.P., a Delaware limited partnership, PLUS  
VENTURES TMG I, LLC, a California limited  
liability company, PLUS VENTURES GEE, GP, a  
California general partnership, DAN KAMINSKY,  
an individual, U.S. VENTURE PARTNERS, a  
California partnership; U.S. VENTURE  
PARTNERS, XI, L.P., a Delaware limited  
partnership; KARLIN VENTURES, LLC, a  
Delaware limited liability company, LAUNCHPAD  
LA, LLC, a Delaware limited liability company,  
LAUNCHPAD LA FUND II, L.P., a Delaware  
limited partnership; SAM TELLER, an individual.

Defendants.

Case No. 2:15-cv-07185-  
SJO-FFM [Assigned to  
Hon. S. James Otero]

**THIRD AMENDED AND  
SUPPLEMENTAL  
COMPLAINT AND  
DEMAND FOR JURY  
TRIAL**

**JURY TRIAL  
DEMANDED**

**THIRD AMENDED AND SUPPLEMENTAL COMPLAINT**

Plaintiffs Jason Hullinger, Benjamin de Bont and Agora Systems LLC (collectively “Plaintiffs”), by and through their undersigned attorneys, file this Third Amended and Supplemental Complaint, and allege the following:

**NATURE OF ACTION**

1. This action arises from Defendant Kunal Anand’s blatant breach of his fiduciary duties as a co-member, managing member and CEO of Agora Systems LLC (“Agora”) and subsequent misappropriation of intellectual property and other proprietary information and property rightfully owned by Agora, to the detriment of the company and its other co-founders, Jason Hullinger and Benjamin de Bont.

2. Despite what appeared to be a productive and trustworthy business relationship between Anand, Hullinger and de Bont, Anand ultimately defrauded the latter two members, purported to unilaterally dissolve and cancel Agora, surreptitiously formed a competing business, Prevoty, Inc. (“Prevoty”), and misappropriated Agora’s online security technology and source code for use in conjunction with Prevoty’s business. Defendant Bellanger willingly and knowingly assisted Anand in these actions.

3. By this action, Plaintiffs seek, among other things, judicial reinstatement of the wrongfully dissolved/cancelled Agora, a declaratory judgment reinstating Plaintiffs’ title to their physical and intellectual property that was wrongfully converted by the defendants, injunctive relief halting the defendants’ ongoing unfair competition, as well as misappropriation and infringement of Plaintiffs’ intellectual property rights, and damages for the numerous violations that the defendants have committed thus far.

**PARTIES**

4. Plaintiff Jason Hullinger (“Hullinger”) is an individual residing in Los Angeles, California.

1           5. Plaintiff Benjamin de Bont (“de Bont”) is an individual residing in  
2 Seattle, Washington.

3           6. Hullinger, de Bont and Defendant Kunal Anand (“Anand”) associated to  
4 carry on, as co-owners, a business for profit, and thereby formed a partnership.  
5 Hullinger, de Bont and Anand initially operated their business as a partnership under  
6 the names Sphinx Systems, Agora Systems and/or Agora Security, but ultimately  
7 they agreed to convert the business into a California limited liability company and  
8 register it under the name Agora Systems LLC. Plaintiff Agora Systems LLC  
9 (“Agora”) is that business. Agora is a limited liability company organized under the  
10 laws of California. Defendant Kunal Anand purported to cancel Agora through  
11 fraudulent filings with the California Secretary of State, but those fraudulent filings  
12 are null and void. To the extent necessary, the Certificate of Cancellation should be  
13 nullified and/or the LLC should be reinstated.

14           7. Defendant Anand is an individual residing in Marina del Rey, California.

15           8. Defendant Julien Bellanger (“Bellanger”) is an individual residing in Los  
16 Angeles, California.

17           9. Defendant Prevoty, Inc. (“Prevoty”) is a corporation organized and  
18 existing under the laws of Delaware, having its principal place of business in Los  
19 Angeles, California.

20           10. Defendant Jamie McNiel (“McNiel”) is an individual residing in Los  
21 Angeles, California.

22           11. Defendant Michael Stern (“Stern”) is an individual who resides in Mill  
23 Valley, California.

24           12. Defendant Adam Lilling is an individual who resides in Los Angeles,  
25 California.

26           13. Defendant Plus Capital, L.P. (“Plus Capital”) is a limited partnership  
27 organized and existing under the laws of Delaware, having its principal place of  
28 business in Los Angeles, California.

1           14. Defendant Plus Ventures TMG I, LLC (“Plus Ventures TMG”) is a  
2 limited liability company organized and existing under the laws of California, having  
3 its principal place of business in Los Angeles, California.

4           15. Defendant Plus Ventures Gee, GP (“Plus Ventures Gee”) is a general  
5 partnership having its principal place of business in Los Angeles, California.

6           16. Adam Lilling invested in Prevoty through his investment vehicles Plus  
7 Capital, Plus Ventures TMG, and Plus Ventures Gee. Adam Lilling, Plus Capital,  
8 Plus Ventures TMG and Plus Ventures Gee are collectively referred to as “Lilling.”

9           17. Defendant Dan Kaminsky (“Kaminsky”) is an individual who resides in  
10 San Francisco, California.

11           18. On information and belief, Defendant U.S. Venture Partners is an  
12 unincorporated partnership and existing under the laws of California, having its  
13 principal place of business in Menlo Park, California. On information and belief,  
14 Partners include Mr. Steve Krausz (a managing member) and Ms. Dafina Toncheva.

15           19. Defendant U.S. Venture Partners, XI, L.P. (“USVP XI”) is a limited  
16 partnership organized and existing under the laws of Delaware, having its principal  
17 place of business in Menlo Park, California.

18           20. U.S. Venture Partners invested in Prevoty through its investment vehicle  
19 USVP XI. U.S. Venture Partners and USVP XI are collectively referred to as  
20 “USVP.”

21           21. Defendant Karlin Ventures, LLC (“Karlin”) is a limited liability  
22 company organized and existing under the laws of Delaware, having its principal  
23 place of business in Los Angeles, California.

24           22. Defendant Launchpad LA, LLC (“Launchpad LA”) is a Delaware  
25 limited liability company with its principal place of business in Santa Monica or Los  
26 Angeles, California.

1           23. Defendant Launchpad LA Fund II, L.P. (“Launchpad II”) is a Delaware  
2 limited partnership with its principal place of business in Santa Monica or Los  
3 Angeles, California.

4           24. Defendant Sam Teller is an individual residing in Santa Monica or Los  
5 Angeles, California.

6           25. Launchpad LA invested in Prevoty through its investment vehicle  
7 Launchpad II. At all relevant times, Sam Teller has been the Managing Director and  
8 Co-Founder of Launchpad LA and Launchpad II. Launchpad LA, Launchpad II and  
9 Mr. Sam Teller are collectively referred to as “Launchpad.”

10                           **JURISDICTION AND VENUE**

11           26. This Court has subject matter jurisdiction for this action pursuant to 28  
12 U.S.C. §§ 1331, 1338 and 1367.

13           27. This Court has personal jurisdiction over Defendants because, among  
14 other things, Defendants are California citizens and residents of the State of  
15 California, and they live and work in this Judicial District. Defendant Prevoty  
16 maintains a business location in the State of California, and transacts business by  
17 promoting, advertising and selling products and/or services in the State of California,  
18 including products and/or services that infringe Plaintiffs’ intellectual property rights.

19           28. Venue is proper under 28 U.S.C. §§ 1391 (b) and (c) because, among  
20 other things, all Defendants are residents of this Judicial District and the State of  
21 California. In addition, a substantial part of the events or omissions giving rise to  
22 Plaintiffs’ claims occurred in this Judicial District, and a substantial part of the  
23 property that is the subject of this action is situated in this Judicial District.  
24 Defendants also operate at least one office location within this District, transact  
25 business within this District and promote, advertise and sell products and/or services  
26 in this District.

**FACTUAL BACKGROUND**

**Hullinger, de Bont and Anand Are  
Co-Founders, Co-Members and Co-Owners of Agora**

29. Hullinger, de Bont and Anand associated to carry on, as equal co-owners, a business for profit. During the late summer or early fall of 2010, Anand and Hullinger approached de Bont at a hotel bar in or near Beverly Hills, California. Hullinger, de Bont and Anand agreed to create a company whose purpose would be to develop and commercialize an application security monitoring system for managing internet-based user-generated content. Specifically, the technology would use a new method of parsing, tokenizing and data filtering (called content transformation) to prevent malicious users from attacking applications and networks in order to gain sensitive information from other users or the system's database. In doing so, the technology would reduce the risks of various content injections, such as cross-site scripting (XSS) and structured query language (SQL) injections, by these malicious users. The three co-founders (Hullinger, de Bont and Anand) initially also agreed that each of them owns an equal one-third interest in the company.

30. Initially, Hullinger, de Bont and Anand operated their company under varying names such as Sphinx Systems, Agora Systems and/or Agora Security. Around January or February 2012, Hullinger, de Bont and Anand decided to register their company formally so that the company could properly execute agreements with other companies. The three co-founders discussed registering the company as a limited liability company or incorporating the company.

31. In or around February 2012, Hullinger, de Bont and Anand orally and/or implicitly agreed to register their company as a California limited liability company, ultimately naming it Agora Systems LLC. Hullinger, de Bont and Anand orally and/or implicitly agreed that each of them owns an equal share of Agora, consistent with their equal share of the business before it was registered as a limited liability company.

1           32. For example, on February 10, 2012, Anand wrote an email to de Bont  
2 and Hullinger, indicating that he was in the process of registering the limited liability  
3 company on behalf of the three co-founders and equal co-owners. In the February  
4 10, 2012 email, Anand confirms that “we” (i.e., the three co-founders) “should  
5 probably decide on a name and acquire domains today – we can try and grab names  
6 from auctions.” Anand also added, “The most important thing we need to craft  
7 today is our operating agreement / commitment agreement,” again confirming that  
8 the resulting company was intended to be owned by all three co-founders. A true  
9 and correct copy of the February 10, 2012 email from Anand to de Bont and  
10 Hullinger is attached hereto as Exhibit A.

11           33. Ultimately, the parties agreed to register and use the domain name  
12 agorasec.com for their business. They also agreed to proceed with registering the  
13 business as a California limited liability company under the name “Agora Systems  
14 LLC.” The three co-founders did not finalize a written operating agreement or  
15 commitment agreement and, accordingly, proceeded in accordance with an oral and  
16 implicit agreement to create a limited liability company.

17           34. Upon the co-founder’s agreement to register their business as a limited  
18 liability company, Anand took it upon himself to implement the decision and  
19 register the business as a California limited liability company. On or about February  
20 15, 2012, co-founder de Bont offered to assist Anand with the process of filling out  
21 the paperwork and registering the company as a California limited liability company.  
22 Anand declined and proceeded to act on behalf of all three co-founders.

23           35. The three co-founders further agreed that each of them would hold an  
24 officer position within Agora. Anand held the title of Chief Executive Officer  
25 (CEO), Hullinger held the title of Chief Technology Officer (CTO) and de Bont held  
26 the title of Chief Operating Officer (COO).

27           36. In mid February 2012, on behalf of the three co-founders, Anand filed  
28 Articles of Organization for Agora with the California Secretary of State.



1           37. The Articles of Organization for Agora indicate that the limited liability  
2 company would be managed by all of its members. The Articles of Organization for  
3 Agora do not, however, identify the members or the number of members. The  
4 Articles of Organization were accepted by the Secretary of State—and Agora came  
5 into existence as a California limited liability company—on or about February 22,  
6 2012.

7           38. Hullinger, de Bont and Anand were each equal members of Agora when  
8 it was formed on or about February 22, 2012. All three members undertook officer  
9 roles in the company to act for the benefit of one another and for the benefit of  
10 Agora.

11           39. On information and belief, no documents were filed with the Secretary  
12 of State in conjunction with the Articles of Organization for Agora to indicate the  
13 membership of Agora. However, in the alternative, to the extent Anand somehow  
14 registered himself as the sole shareholder of Agora, Anand held two-thirds of that  
15 ownership in trust for Hullinger and de Bont. Hullinger and de Bont each owned  
16 one-third of Agora before the company was registered as a limited liability  
17 company. The decision to continue operating Agora as a limited liability company  
18 was premised on the continued ownership by each of the three co-owners of their  
19 respective interests in the company. In discussing the registration of Agora, Anand  
20 warranted that de Bont and Hullinger would be equal members and co-owners of the  
21 limited liability company.

22           40. The three co-founders operated their business through the limited  
23 liability company, and Anand would be unjustly and unfairly enriched, but for a  
24 trust, in the event that he somehow registered himself as the sole member/owner of  
25 Agora.

26           41. On March 30, 2012, Anand filed Agora's Statement of Information with  
27 the California Secretary of State, falsely and/or incorrectly identifying himself as the  
28 sole managing member of Agora.



1           42. After submitting the March 30, 2012 Statement of Information, Anand  
2 continued to represent to third parties, as well as to de Bont and Hullinger, that they  
3 were equal members and co-owners of Agora. For example, shortly after he filed  
4 the Statement of Information with the California Secretary of State, Anand and  
5 Hullinger discussed the possibility of partnering with a certain technology reseller.  
6 In the context of that discussion, Anand wrote to Hullinger: “Obviously I won’t sign  
7 anything or commit to anything without you guys.”

8           43. On May 1, 2012, Anand sent Hullinger and de Bont an email  
9 representing that the “LLC has been amended” to include both of them as co-  
10 founders (the “May 1, 2012 email”). In the May 1, 2012 email, Anand represented  
11 that a “revised Statement of Information document has been sent to the State of  
12 California.” Addressing the members’ respective ownership interests, Anand wrote:  
13 “Since there’s an uneven percentage with there being 3 co-founders, it is set up as:  
14 Ben: 33.33%[,] Jason: 33.33%[,] Kunal: 33.34%.” Anand continued: “We can  
15 change these percentages without going through the state – we can  
16 rock/paper/scissors for the .01%.” A true and correct copy of the May 1, 2012 email  
17 is attached hereto as Exhibit B.

18           44. Hullinger and de Bont reasonably and justifiably relied upon Anand’s  
19 representations in the May 1, 2012 email, as well as other representations, promising  
20 that the California Secretary of State records would reflect the equal ownership and  
21 membership of each of Anand, Hullinger and de Bont. Hullinger and de Bont  
22 believed that certain California Secretary of State records were amended to reflect  
23 their correct ownership interests, as promised by Anand and as originally agreed to  
24 by the three partners in or around February 2012. Hullinger and de Bont also  
25 reasonably relied on Anand’s representation that he filed an amended Statement of  
26 Information with the California Secretary of State.

27           45. Relying on Anand’s representations, Hullinger and de Bont continued to  
28 collaborate with Anand as part of Agora. The three partners acted on behalf and for

1 the benefit of one another and for the benefit of Agora. Over the course of 2012, the  
2 three co-owners worked together to develop security software technology, including  
3 a product that they promoted under the name “Agora Blue.”

4 46. Through Agora, Hullinger, de Bont and Anand also worked together as  
5 co-owners to reach out to prospective investors and potential customers, repeatedly  
6 holding themselves out as co-founders of Agora, as well as a “cohesive and hard-  
7 working team,” in pitch decks and presentations. For example, one pitch deck that  
8 was sent to a potential investor notes that Agora was “[f]ounded by Kunal Anand,  
9 Ben de Bont, and Jason Hullinger,” that the founders were a “team,” and that “Agora  
10 Blue has been under development for more than a year.”

11 47. In conjunction with developing security software technology including  
12 Agora Blue, the three partners (Hullinger, de Bont and Anand) also collaborated to  
13 develop and optimize source code for the technology (“Agora Blue Source Code”).

14 48. Hullinger, de Bont and Anand worked as partners to promote Agora  
15 Blue as a product developed for and owned by Agora. For example, Agora’s  
16 Company Information PowerPoint, which was intended for distribution to potential  
17 investors, stated: “Agora makes data safe through *revolutionary* security appliances  
18 and professional services . . . . [The] [f]irst product is Agora Blue – developed and  
19 tested over the last year[.]”

20 49. The co-founders of Agora also collaborated to create an on-line demo  
21 known as the “Sandbox,” where prospective customers and investors could try out  
22 some of Agora’s product offerings and observe the technological advances offered  
23 through Agora’s technology. The “Sandbox” demo was available at  
24 <http://www.agorasec.com/sandbox/>. The demo enables interested parties to evaluate  
25 the effectiveness of Agora’s proprietary algorithms.

26 50. Hullinger created the initial version of the Sandbox, which Hullinger had  
27 up and running as early as May 3, 2012. Hullinger and his co-founders, including  
28 Anand, subsequently made further refinements and updates to the Sandbox. All of

1 the work to the Sandbox was made in the context of the co-founders' work for  
2 Agora.

3 51. While developing their flagship Agora Blue technology, Hullinger, de  
4 Bont and Anand also worked as co-owners to establish the structure and operations  
5 of Agora. For example, the team registered the domain name agorasec.com, and  
6 each of the three co-founders was assigned an email account ending with  
7 @agorasec.com.

8 52. The three co-founders and co-owners also collaborated to create detailed  
9 financial projections outlining their working capital, disbursements, costs and staff  
10 needs. As reflected in these financial projections, each of the three co-founders was  
11 expected to draw an annual salary of \$175,000.

12 53. On or around May 21, 2012, Agora entered into an agreement with a  
13 customer, through which Agora was retained and compensated to perform an  
14 "Application Penetration Test to assess the level of security awareness evident in the  
15 design of [the customer's] web sites and API's to estimate the likelihood of  
16 application issue." Agora completed the Application Penetration Test by June 8,  
17 2012.

18 54. As of 2012, Agora was a revenue-generating company.

19 55. The three co-founders and co-owners also agreed to open bank accounts  
20 for Agora. On or around June 8, 2012, Anand and Hullinger opened four bank  
21 accounts for Agora in Los Angeles, with each of them having signing authority over  
22 the accounts. When the accounts were created, de Bont was not in Los Angeles and  
23 therefore could not be added to the accounts. Per the May 1, 2012 email, it was  
24 anticipated that de Bont would be added as a signatory to the accounts at a later  
25 time.

26 56. On or around June 22, 2012, Agora sent an executive summary to a  
27 potential Agora investor indicating that Agora's *founding team* consists of Anand as  
28 CEO, de Bont as COO and Hullinger as CTO. On or around June 28, 2012, the

1 potential Agora investor inquired as to the “status” of Agora as a company. On the  
2 same day, Anand wrote to Hullinger and de Bont, proposing the following response  
3 to the investor on behalf of Agora: “Status: We’re a *three person startup*, currently  
4 setup as a California LLC. We are [in] the process of seeking external capital.”

5 Anand also indicated that Agora “plan[s] on growing the team to 11 people and  
6 plan[s] on achieving operational break even in April 2014,” that Agora has “booked  
7 revenue from professional services,” and that Agora is “looking to raise [\$]4.5  
8 million in [its] first round.”

9 57. Anand’s June 28, 2012 proposal further confirms that Hullinger and de  
10 Bont were and continue to be members and co-owners of Agora.

11 58. Throughout 2012, Anand repeatedly acknowledged to potential  
12 customers and investors that he, Hullinger and de Bont were co-owners and co-  
13 founders of Agora. On or around July 19, 2012, a prospective investor noted that  
14 Hullinger, de Bont and Anand were “an exceptionally talented team.” On or around  
15 July 20, 2012, Anand wrote to his two co-founders (Hullinger and de Bont) noting  
16 that the prospective investor was “impressed with us as a team.”

17 59. In July 2012, Hullinger executed a business contract on behalf of Agora,  
18 indicating his role as “CTO” of Agora adjacent to his signature.

19 60. Hullinger, de Bont and Anand were not paid salaries or hourly wages  
20 while working for Agora. Instead, the three co-founders agreed that each of them  
21 owns an equal share in the company.

22 61. As co-owners of the business, Hullinger and de Bont made significant  
23 personal contributions and sacrifices toward Agora’s efforts.

24 62. For example, Hullinger personally relocated to Calabasas, California  
25 from Seattle, Washington, so that he could live close to Anand and Agora’s business  
26 center.

27 63. Similarly, de Bont also offered to relocate to Calabasas, California from  
28 Seattle, Washington, but Anand suggested he postpone the move. In the interim, de

1 Bont made repeated trips to Los Angeles, and paid for his own airfare, in order to  
2 participate in regular Agora meetings and projects. de Bont also paid for Agora to  
3 maintain third-party accounts such as an account with salesforce.com. Agora kept  
4 records of de Bont's financial contributions, and those records were maintained on  
5 the agorasec.com network.

6 64. Each of Hullinger and de Bont contributed well over 1,000 man-hours to  
7 the development of Agora and its business.

8 **Anand Introduces Bellanger**

9 65. In or around December 2012, Anand introduced Hullinger and de Bont  
10 to his friend, Defendant Bellanger. Anand told Hullinger and de Bont that Bellanger  
11 had strong industry connections and could be very helpful in securing investment  
12 funding for Agora. Based on these potential connections, Anand suggested that  
13 Bellanger join Agora.

14 66. On or around January 12, 2013, Anand sent an email to Hullinger and de  
15 Bont, confirming that he "just gave Julien an Agora email (julien.bellanger)."

16 67. At the invitation of Anand, Bellanger took on a role akin to a director of  
17 Agora and advisor to Agora. Bellanger received and accepted access to Agora's  
18 confidential and proprietary materials. Agora and its members placed their trust and  
19 confidence in Bellanger and his integrity. Bellanger voluntarily assumed and  
20 accepted that trust and confidence.

21 68. For example, Bellanger's role at Agora specifically called for him to  
22 assist the company with identifying potential investors and customers, as well as  
23 assisting with strategies for developing the technology and organization of Agora.  
24 Bellanger voluntarily assumed this role.

25 69. Bellanger voluntarily worked with Hullinger, de Bont and Anand to  
26 pitch the company to various potential customers and investors.

27 70. Bellanger was included in Agora's strategic decisions and fundraising  
28 efforts.

1           71. Bellanger voluntarily became privy to communications and decision-  
2 making regarding Agora's pitches to customers, funding ideas and optimization of  
3 the Agora Blue technology.

4           72. Bellanger also negotiated with and set out to engage law firms to  
5 represent Agora. For example, on or about February 5-6, 2013, Bellanger met with  
6 one or more law firms soliciting proposals to represent Agora, including in  
7 conjunction with patent applications. On February 6, 2013, Bellanger sent  
8 Hullinger, de Bont and Anand an email confirming that he and Anand were  
9 interviewing law firms and recommending that Agora engage a specific attorney—  
10 namely, David Young from the Cooley law firm. In the email, Bellanger refers to  
11 himself as part of the Agora team, and indicates that he expects to manage Agora's  
12 outside counsel. For example, Bellanger writes that the law firm's offer "seems  
13 good as we can defer a good amount of costs. I am planning on asking [the lawyer]  
14 for a fixed price package that will include the incorporation, IP, and first commercial  
15 contracts so we control costs."

16           73. Based upon the trust and confidence placed in him, Bellanger voluntarily  
17 became an advisor and provided advice to Agora with respect to strategic decisions  
18 relating to investment and customer opportunities.

19           74. Bellanger's roles with Agora voluntarily placed him in a special position  
20 of trust and confidence with respect to Agora and its members. In accepting these  
21 roles, Bellanger agreed to act for the benefit of Agora and its members/co-owners,  
22 including Hullinger and de Bont.

23           75. On information and belief, Bellanger and Anand discussed various  
24 possible roles for Bellanger as part of Agora. On information and belief, Anand  
25 and/or Bellanger proposed that Bellanger might assume the position of CEO at  
26 Agora. Anand specifically communicated this proposal to de Bont, although de  
27 Bont and Hullinger never agreed to give up any equity or ownership interest in  
28 Agora at any time.

1           76. By taking on a role to act on behalf of and/or for the benefit of  
2 Hullinger, de Bont and Anand and for the benefit of Agora, holding himself out as a  
3 part of the company's team, and accepting access to the company's proprietary and  
4 confidential materials, Bellanger also undertook fiduciary obligations to Agora and  
5 its members/partners, including Hullinger and de Bont.

6                           **Agora Planned to Seek Patent Protection**

7           77. As part of their innovation strategy, the Agora members decided to  
8 patent their proprietary technology, including the technology underlying Agora  
9 Blue.

10          78. Beginning at least as early as mid-2012 and continuing at least until  
11 February 2013, the three co-founders (Anand, Hullinger and de Bont) discussed  
12 ideas for protecting their technology through patent applications.

13          79. Beginning in mid 2012, various Agora pitch decks noted that patent  
14 applications were in progress or pending for Agora Blue, its algorithms, content  
15 transformations and/or content parsers/analyzers. Another Agora pitch deck  
16 referenced anticipated patents relating to “[p]rotect[ing] against Cross-Site Scripting  
17 via content transformations combined with traditional black and white listing.”

18          80. On or about June 4, 2012, Hullinger circulated to Anand and de Bont  
19 ideas for provisional patent applications.

20          81. At one point, the co-founders' financial projections included an estimate  
21 of \$20,000 per month for “patent costs” under “legal expenses” for November 2012  
22 through January 2013.

23          82. Beginning in late 2012 or early 2013, the three co-founders searched for  
24 legal counsel who could help them secure patent protection. After he came on  
25 board, Bellanger also joined the effort to locate patent counsel. Acting on behalf of  
26 Agora, Anand and/or Bellanger interviewed potential law firms, and Anand  
27 forwarded along to Hullinger and de Bont at least one proposal from a major  
28 national law firm.



83. Anand, Hullinger and de Bont recognized that they worked together on the technology underlying Agora Blue and, therefore, that each should be identified as an inventor on any prospective patent applications.

84. Despite Bellanger’s new involvement with Agora, the original co-founders reaffirmed that each of them should be listed as inventors on any patents relating to Agora Blue—to the exclusion of Bellanger, who had joined later and therefore did not contribute to conception of the technology. Bellanger was of the same view.

85. On or about February 5, 2013, Anand explicitly confirmed to de Bont that “[Bellanger] is not on the patents – he joined after the IP was developed . . . he already knows that . . . **the ‘inventors’ of the patent will be us three** . . . for [B]lue itself.” Anand further indicated that the team would file a provisional patent application for Agora Blue “immediately.”

## Success of Agora

86. By February 2013, the Agora of Hullinger, de Bont and Anand was well on its way to success.

87. By February 2013, Agora was offering customers working products, including Agora Blue.

88. By February 2013, the Agora Sandbox was attracting attention from prospective customers and investors, including industry leaders.

89. By February 2013, Agora had executed confidentiality and/or non-disclosure agreements with notable industry players in the social media space.

90. By February 2013, Agora was holding promising meetings with potential investors—and receiving positive feedback, including with respect to the make-up of its team.

91. By February 2013, Agora was in the process of engaging law firms to review professional services contracts and prosecute patents.

1           92. In February 2013, the three co-founders (Anand, Hullinger and de Bont)  
2 communicated to each other that they were very happy with Agora's progress.

3           93. For example, on or about February 5, 2013, de Bont wrote to Anand that  
4 things were "getting exciting." Anand responded, "i know - all starting to come  
5 together."

6           94. On or about February 5, 2013, Anand sent Hullinger, de Bont and  
7 Bellanger a status report on Agora's progress with its demos for two potential social  
8 networking customers. In the status report, Anand indicated that Agora was getting  
9 "closer to a commercial agreement – something that's really going to be helpful for  
10 fundraising."

11           95. As of February 2013, the three co-founders (Anand, Hullinger and de  
12 Bont) were discussing the need to assemble and finalize an advisory board. To that  
13 end, on or about February 5, 2013, Anand asked de Bont to make an introduction to  
14 a prospective advisor in Seattle, which de Bont agreed to do. de Bont explained that  
15 the prospective advisor in Seattle was happy to help once he became convinced of  
16 Agora's "team and product."

17           96. On or about February 6, 2013, at approximately 4:41 pm, de Bont  
18 circulated an email to Anand, Hullinger and Bellanger, wherein de Bont summarized  
19 his efforts to line up meetings with a prominent venture capital firm as a promising  
20 investor candidate for Agora. In his February 6, 2013 email, de Bont suggested that  
21 the investment deck should first be presented to Agora's advisor, with a "full pitch"  
22 tentatively scheduled for early March 2013 with the venture capital firm.

23           97. Bellanger responded to de Bont's February 6, 2013 email approximately  
24 one hour later. In his email, Bellanger noted that he "just chatted" with the son of a  
25 "founder partner" at the venture capital firm identified in de Bont's email.  
26 According to Bellanger, "I explained [to] them what we are doing, the history of  
27 Agora and where we are heading now." Bellanger added that the partner's son "will  
28 totally vouch for us to his dad and the team." Bellanger further added, "I have

1 started to put my network in action, combined with yours, we will start meetings  
2 with a lot of people in the coming weeks.” Bellanger also provided further  
3 comments regarding de Bont’s efforts and identified certain “next steps.”

4 98. Before concluding his February 6, 2013 email, Bellanger observed,  
5 “[t]he world is small, things are lining up pretty positively, very exciting!”

6 **Anand and Bellanger Shut Out Hullinger and de Bont**

7 99. The meetings that were scheduled and planned for March 2013 did not  
8 happen for Agora. Instead, Anand and Bellanger conspired to usurp and  
9 misappropriate Agora’s opportunities—along with Agora’s physical and intellectual  
10 property—and re-start Agora under a new name (Prevoty, Inc.) offering substantially  
11 the same products and services as Agora, while shutting out Hullinger and de Bont  
12 from the business they co-founded.

13 100. Out of the blue, on or around February 18, 2013, Anand told Hullinger  
14 and de Bont that he would be unilaterally shutting down Agora’s email and network,  
15 citing his parents’ divorce as the primary factor.

16 101. On or around February 18, 2013, Anand unilaterally cut-off Hullinger’s  
17 and de Bont’s access to their agorasec.com email accounts and cut-off their access to  
18 other documents stored on the agorasec.com network and other shared drives.

19 102. As a result of Anand’s actions, Hullinger and de Bont had no way of  
20 accessing much of Agora’s materials. They also could not communicate through  
21 their agorasec.com email accounts.

22 103. On October 24, 2014, Anand unilaterally filed a Certificate of  
23 Cancellation for Agora with the California Secretary of State. In the filing with the  
24 California Secretary of State, Anand falsely purported to be the sole member of  
25 Agora. In the same document, Anand further represented falsely that the dissolution  
26 of Agora “was made by the vote of all of the members.”

27 104. Anand’s statements on the Certificate of Cancellation were materially  
28 and willfully false. Anand was not the sole member of Agora. Indeed, his statement

1 to this effect directly contradicts his agreement with Hullinger and de Bont that the  
2 three were equal members and co-founders of Agora. Contrary to his statement,  
3 there was no “vote of all of the members” of Agora authorizing dissolution of the  
4 LLC.

5 105. Anand’s statements on the Certificate of Cancellation also suggest that,  
6 contrary to his promises and representations in the May 1, 2012 email, Anand did  
7 not file a revised Statement of Information or other papers with the California  
8 Secretary of State reflecting the true ownership percentages and membership status  
9 of Hullinger, de Bont and himself.

10 106. Anand did not seek consent from either Hullinger or de Bont to file the  
11 Certificate of Cancellation. Hullinger and de Bont did not consent to any dissolution  
12 of Agora, much less Anand’s filing of the Certificate of Cancellation.

13 107. Anand also did not provide Hullinger or de Bont notice that he was  
14 filing the Certificate of Cancellation.

15 108. Although purporting to shut down Agora, Anand failed to properly wind  
16 up the company. For example, Anand did not distribute to Agora’s members any of  
17 the company’s remaining assets, including intellectual property, cash assets and  
18 other property belonging to Agora.

19 109. Anand’s filing of the Certificate of Cancellation on behalf of Agora is  
20 null and void due to Anand’s fraudulent representations to the California Secretary  
21 of State.

22 110. Anand’s filing of the Certificate of Cancellation on behalf of Agora is  
23 null and void because, contrary to Anand’s misrepresentations, there was no vote of  
24 all members of Agora to dissolve.

25 111. Anand also embezzled the cash assets of Agora by withdrawing all cash  
26 from the Agora bank accounts, without making any distribution to the other  
27 members. Over a period of months, Anand slowly deducted money from the Agora  
28 bank accounts.

112. On or around June 6, 2015, Anand withdrew the remaining balances from Agora's four bank accounts. A true and correct copy of Anand's last withdrawal confirmation from Agora's main account is attached hereto as Exhibit C.

113. Anand did not notify Hullinger or de Bont that he was withdrawing funds from Agora's accounts.

114. Anand also unilaterally closed Agora's bank accounts without notifying Hullinger or de Bont.

115. Further, neither Hullinger nor de Bont were ever reimbursed for expenses incurred while developing and promoting Agora and its products.

**Anand and Bellanger Created Prevoty  
and Misappropriated Agora's Intellectual Property**

116. Bellanger and Anand made preparations to exclude Hullinger and de Bont even before Anand shut out his original co-founders from their email accounts and the company's shared drive on February 18, 2013.

117. Bellanger registered the domain name Prevoty.com on or around February 10, 2013.

118. On or around March 6, 2013, Bellanger and/or Anand incorporated Prevoty, Inc. ("Prevoty") as a Delaware corporation. Corporate documents for Prevoty identify Bellanger and Anand as executive officers and directors of the company. Bellanger is identified as co-founder and CEO of Prevoty on the company's website, while Anand is identified as co-founder and CTO.

119. Prevoty offers the same or substantially the same security services as Agora.

120. For example, Prevoty offers security software for minimizing the risks of malicious cross-site scripting and SQL injections, which may compromise user or database information.

121. In early to mid-2013, Prevoty renamed Agora's "Sandbox" demo as "SmartFilter," and offered the demo on its website for purposes of attracting prospective customers and investors to Prevoty.

1           122. According to Prevoty’s website, [www.prevoty.com](http://www.prevoty.com), “Prevoty is a  
2 security software company dedicated to protecting users and enterprises by solving  
3 the difficult challenges related to application security.” Prevoty’s website also states  
4 that the company “has developed an application security engine that monitors and  
5 protects your applications at runtime[,] . . . providing real-time visibility into what  
6 threats the applications are actually seeing and the option of transforming or  
7 blocking content and database queries so that everything the application processes is  
8 safe.”

9           123. On information and belief, Prevoty uses the same or substantially the  
10 same proprietary source code, or a derivation thereof, as the source code developed  
11 by Hullinger, de Bont and Anand at Agora.

12           124. On information and belief, Prevoty, Anand and Bellanger used the  
13 Agora “Sandbox” demo—or a revised version thereof—for Prevoty’s business  
14 purposes, including attracting investors and/or customers, training new staff and for  
15 other purposes.

16           125. On information and belief, Prevoty, Anand and Bellanger used the  
17 Agora pitch materials and other proprietary materials of Agora for creating investor  
18 and customer pitches, training materials and other materials for Prevoty.

19           126. On March 15, 2013, Anand filed two patent applications with the United  
20 States Patent & Trademark Office (the “PTO”): U.S. Patent Application No.  
21 13/839,622 (the “’622 Application”) entitled “Systems and Methods for Tokenizing  
22 User-Generated Content to Enable the Prevention of Attacks” and U.S. Patent  
23 Application No. 13/839,807 (the “’807 Application”) entitled “Systems and Methods  
24 for Parsing User-Generated Content to Prevent Attacks.” Both applications list  
25 Anand as the sole inventor.

26           127. On August 4, 2015, the ’807 Application issued as U.S. Patent Number  
27 9,098,722 (the “’722 Patent”), listing Anand as the sole inventor, with Prevoty as the  
28 assignee.

1           128. The '622 Application issued as U.S. Patent No. 9,313,223 (the "'223  
2 Patent") on April 12, 2016, listing Anand as the sole inventor, with Prevoty as the  
3 assignee.

4           129. Not surprisingly, the systems and methods described in the '722 and  
5 '223 Patents mirror the technology developed by Hullinger, de Bont and Anand  
6 while they were building and promoting Agora, including the Agora Blue  
7 technology and the technology reflected through the Sandbox demo.

8           130. The technology underlying Agora Blue is substantially equivalent to the  
9 claimed inventions recited in the '722 and '223 Patents, and is the same or  
10 substantially similar technology offered by Prevoty today.

11           131. The '722 and '223 Patents describe systems and methods to secure user-  
12 generated content using tokenization and parsing. Tokenization is a process by  
13 which user-generated content is tagged into defined categories for further security  
14 processing. Parsing is the process of identifying and removing non-standard and  
15 malicious content.

16           132. The claimed inventions recited in the '722 and '223 Patents were  
17 conceived of and developed by Hullinger, de Bont and Anand in their respective  
18 roles at Agora, as the company was attempting to productize new modes of  
19 application security monitoring.

20           133. The claimed inventions of the '722 and '223 Patents belong to Agora.  
21 By unilaterally assigning the '622 and '807 Applications to Prevoty, Anand and  
22 Prevoty have unlawfully taken possession of these applications and the issued  
23 patents, which rightfully belong to Agora.

24           134. On information and belief, Anand and Bellanger secretly collaborated to  
25 develop Prevoty, a competing business, while still working with Hullinger and de  
26 Bont at Agora.

27           135. On information and belief, Bellanger and Prevoty encouraged Anand to  
28 dissolve and cancel Agora, establish Prevoty and exclude Hullinger and de Bont



1 from the new company in order to exploit the benefits of Hullinger and de Bont's  
2 efforts for themselves.

3 136. On information and belief, Bellanger assisted Anand in incorporating  
4 Prevoty and procuring internet space for the new company.

5 137. As a member/partner and officer of Agora, Anand maintained a position  
6 of special trust in the company, and was under a fiduciary duty to assign to Agora  
7 any and all intellectual property that was conceived of and developed while at Agora  
8 and that related to Agora's business.

9 **Anand and Bellanger Conspired with**  
10 **Others to Mislead Plaintiffs and Create Prevoty**

11 138. Other individuals and companies also conspired with, aided and abetted  
12 Bellanger and Anand in misappropriating Agora's property and shutting out de Bont  
13 and Hullinger. These include Defendants McNiel, Stern, Lilling, Kaminsky, USVP,  
14 Karlin and Launchpad.

15 **Jamie McNiel**

16 139. Defendant Jamie McNiel knowingly and intentionally encouraged, aided  
17 and abetted the wrongful conduct alleged herein.

18 140. McNiel started working with Anand, Hullinger, de Bont and Agora at  
19 least as early as February 2012. Among other things, McNiel personally assisted  
20 Anand, Hullinger, de Bont, and Agora in creating pitch materials and website  
21 materials for Agora. These pitch materials for Agora identified Hullinger, de Bont,  
22 and Anand as co-founders of Agora.

23 141. As a result of his efforts working with Agora since at least February  
24 2012, McNiel was aware that Plaintiffs Hullinger and de Bont were co-founders and  
25 co-owners of Agora, and that they contributed to the company's technology.  
26 McNiel was also aware that Defendants Anand and Bellanger owed fiduciary duties  
27 to Agora, Hullinger and de Bont.  
28

1 142. Even so, McNiel actively assisted and conspired with Anand and  
2 Bellanger to re-start Agora as Prevoty, exclude de Bont and Hullinger and  
3 misappropriate Agora's property and technology.

4 143. Around January or February 2013, McNiel also knowingly and  
5 intentionally assisted Anand and Bellanger in diverting investment and customers  
6 from Agora to Prevoty.

7 144. For example, on February 7, 2013, Anand and Bellanger provided  
8 McNiel with an Agora slide deck. The slide deck described Agora's product, Agora  
9 Blue, along with Agora's product roadmap, revenue model, and financial  
10 projections. The slide deck also contained the statement "Founded by Kunal Anand,  
11 Ben de Bont, Julien Bellanger, and Jason Hullinger." Attached as Exhibit D is a true  
12 and correct copy of non-confidential excerpts from the February 7, 2013 Agora slide  
13 deck.

14 145. McNiel helped to divert funds and customers by revising the Agora slide  
15 deck and converting it into a Prevoty slide deck. Among other things, between  
16 February 7 and 10, 2013, McNiel worked with Anand and Bellanger to change the  
17 Agora slide deck, including by substituting "Agora" with "Prevoty," substituting the  
18 product name "Agora Blue" with "Prevoty Blue," and removing Hullinger and de  
19 Bont's names as co-founders.

20 146. For many months after 2013—including in 2014 and 2015—McNiel  
21 continued to assist the other defendants in creating presentations that would divert  
22 funds and customers to Prevoty. On information and belief, various iterations of  
23 presentations that McNiel worked on were in fact used to raise investment and solicit  
24 customers for Prevoty, to the exclusion of Hullinger, de Bont and Agora.

25 147. McNiel also assisted Anand and Bellanger in starting a business  
26 (Prevoty) that competes with Agora, misappropriating Agora's physical and other  
27 property for use by Prevoty, and falsely claiming that Anand and Bellanger were the  
28 founders of the company.

1 148. Anand and Bellanger used Agora's property, including the  
2 misappropriated slide decks, to solicit investors to invest in Prevoty.

3 149. On information and belief, McNiel agreed to aid and abet the other  
4 defendants in exchange for expected financial gain, including a promise to receive a  
5 significant role in the newly established company.

6 150. McNiel has also received equity and/or stock options in Prevoty.

7 151. McNiel continued to assist Anand and Bellanger, subsequently  
8 becoming a contractor for and eventually an employee at Prevoty, despite his  
9 knowledge that Prevoty was simply a reincarnation of Agora.

10 152. Plaintiffs had neither knowledge, nor reason to know, that Jamie McNiel  
11 was involved in this conduct until December 2015, when McNiel produced  
12 documents showing his involvement.

13 Michael Stern

14 153. Defendant Michael Stern aided, abetted and conspired with the other  
15 defendants starting at least as early as January or February 2013.

16 154. On information and belief, in January or February of 2013, Stern learned  
17 that Bellanger and Anand were involved with Agora. Around the same time, Stern  
18 also learned that Plaintiffs Hullinger and de Bont were also co-founders and co-  
19 owners of Agora.

20 155. In January or February 2013, Bellanger and, on information and belief,  
21 Anand engaged in various discussions with Stern concerning Agora. Among other  
22 things, Stern was involved in discussions concerning Agora's members, technology,  
23 potential customers and potential investors.

24 156. On February 7, 2013, Bellanger wrote to McNiel concerning Agora's  
25 February 7, 2013 pitch deck, with a copy to Anand. Among other things, Bellanger  
26 wrote: "Will catch up with you tonight after getting feedback from our advisor and  
27 Kunal." The referenced "advisor" is Michael Stern. Attached as Exhibit E is a true  
28

1 and correct copy of the February 7, 2013 email. As stated earlier, excerpts from the  
2 pitch deck attached to the February 7, 2013 email are included herein as Exhibit D.

3 157. On or about February 7, 2013, Bellanger and/or Anand provided Stern  
4 with a pitch deck for Agora, entitled “AGORA: Trust the Web.” Among other  
5 things, the pitch deck included a high-level description of Agora’s technology for  
6 addressing cross-site scripting, and declared that Agora’s product (Agora Blue)  
7 removes all cross-site scripting attacks. The February 7, 2013 pitch deck provided to  
8 Stern also declared that “Agora Blue is ready,” and included a product road map and  
9 certain financial modeling for the company. The pitch deck provided to Stern also  
10 stated that Agora was “Founded by Kunal Anand, Ben de Bont, Julien Bellanger and  
11 Jason Hullinger.” The pitch deck also indicated that Agora’s technology “is  
12 protected by an early patent portfolio.”

13 158. Stern was aware that Anand and Bellanger owed (and still owe)  
14 fiduciary duties to their existing company (Agora), as well as to the company’s co-  
15 founders (Hullinger and de Bont).

16 159. Stern was also aware that Agora was the owner of the patent portfolio  
17 and other technology referenced in the pitch deck.

18 160. Between February 7 and February 10, 2013, Bellanger met with Stern,  
19 and Anand. During that meeting or possibly earlier, Stern and his co-conspirators  
20 concocted a plan to re-start Agora under a new name (*i.e.*, Prevoty), misappropriate  
21 Agora’s technology and other assets, divert funding and customers to Prevoty  
22 instead of Agora, and shut out Hullinger and de Bont from the company they co-  
23 founded.

24 161. On information and belief, during this same time period, Stern provided  
25 substantial encouragement to Bellanger and Anand to execute their plan.

26 162. Among other things, Stern provided advice to Bellanger and Anand on  
27 positioning the new competing start-up business, reviewed additional investor pitch  
28 decks, and on information and belief, advised Anand and Bellanger in their

endeavors to re-start Agora under a new name, to the exclusion of Plaintiffs Hullinger and de Bont.

163. In approximately February 2013, Stern also personally provided much-needed cash to assist Bellanger and Anand in re-starting the company without Hullinger and de Bont.

164. Stern also introduced Bellanger and Anand to other potential investors, thereby diverting resources and funding to Prevoty and away from Agora.

165. Bellanger and Anand met with Stern, and on his advice, Bellanger, Anand, Stern and McNiel worked together to further implement their plans for excluding Hullinger and de Bont from Agora.

166. On or about February 10, 2013, Bellanger, Anand, Stern and McNiel worked together to change all “Agora” references in the pitch deck to “Prevoty.” The title changed from “AGORA: Trust the Web” to “PREVOTY: Trust the Web.”

167. The February 10, 2013 pitch deck for Prevoty uses the same high-level language for addressing cross-site scripting, but changes the name of the product from “Agora Blue” to “Prevoty Blue.” The pitch deck also indicates that the technology “is protected by an early patent portfolio.” Most importantly, the names of de Bont and Hullinger were removed as co-founders. Attached as Exhibit F is a true and correct copy of non-confidential excerpts from the February 10, 2013 Prevoty pitch deck.

168. With Stern’s encouragement, Anand and Bellanger put that plan into action and continued to update Stern as to the progress on that plan. For example, on February 16, 2013, Bellanger wrote Stern, “Kunal has started his divorce from his legacy, it is going as planned for now.” Attached as Exhibit G is a document produced by Defendants in the above-caption litigation under bates number DEF008358, which appears to be a February 16, 2013 email from Julien Bellanger to Michael Stern, containing the quoted language.

1 169. Around the time Anand and Bellanger incorporated Prevoty, Stern  
2 contributed investment capital to further assist Prevoty. On March 3, 2013,  
3 Bellanger wrote Stern, “Thanks for all your help and your cash!” Attached as  
4 Exhibit H is a document produced by Defendants in the above-caption litigation  
5 under bates number DEF009634, which appears to be a March 3, 2013 email from  
6 Julien Bellanger to Michael Stern, containing the quoted language.

7 170. After the formation of Prevoty, Stern continued to provide advice and  
8 assistance as a Growth Advisor for Prevoty.

9 171. Stern agreed to aid and abet the other defendants in exchange for  
10 expected financial gain. Among other things, Stern received compensation,  
11 including in the form of debt and/or equity in Prevoty, in exchange for assisting the  
12 other defendants with the misconduct alleged herein.

13 172. Plaintiffs had neither knowledge, nor reason to know, that Michael Stern  
14 was involved in this conduct until early 2016, when Defendant Bellanger identified  
15 Stern in an interrogatory response and Defendants produced documents showing Mr.  
16 Stern’s involvement. Mr. Stern has also stipulated that he would not argue prejudice  
17 or unreasonable delay pending production of documents by Mr. Stern and the other  
18 subpoenaed investors that are represented by the same counsel.

19 Adam Lilling and His Related Companies

20 173. Defendant Adam Lilling, along with Plus Capital, Plus Ventures TMG,  
21 and Plus Ventures Gee aided, abetted and conspired with the other defendants  
22 starting at least as early as January or February 2013.

23 174. Defendant Adam Lilling is the Founder and Managing Partner/  
24 Managing Director of Plus Capital, Plus Ventures TMG and Plus Ventures.

25 175. Defendant Adam Lilling is also a co-founder of Defendant Launchpad  
26 LA.

1           176. On information and belief, Plus Ventures TMG and Plus Ventures are  
2 also venture capital funds based in Santa Monica or Los Angeles, California. On  
3 information and belief, Plus Ventures TMG is also an incubator for startups.

4           177. On and information and belief, Plus Ventures TMG, Plus Ventures and  
5 Plus Capital are all affiliates of one another, and all three funds are alter egos of one  
6 another and of Defendant Adam Lilling. On information and belief, in January  
7 2013, Lilling learned that Bellanger and Anand were involved with Agora. Around  
8 the same time, Lilling also learned that Plaintiffs Hullinger and de Bont were co-  
9 founders and co-owners of Agora.

10           178. In January and February 2013, Bellanger and Anand engaged in various  
11 discussions with Lilling concerning Agora. Among other things, Lilling was  
12 involved in discussions concerning Agora's members, technology, potential  
13 customers and potential investors.

14           179. In or around January 2013, Lilling introduced Bellanger and Agora to  
15 David Young, a partner at the law firm of Cooley LLP, as a candidate for providing  
16 Agora legal assistance with corporate and intellectual property matters. As  
17 explained above, Cooley provided a proposal to Bellanger for representing Agora.  
18 Bellanger forwarded that proposal to Hullinger, de Bont and Anand on February 6,  
19 2013, with a recommendation that Agora should engage Cooley.

20           180. On information and belief, in January or February 2013, Bellanger  
21 provided Lilling and Young a pitch deck for Agora. Among other things, the pitch  
22 deck included a high-level description of Agora's technology for addressing cross-  
23 site scripting, and declared that Agora's product (Agora Blue) removes all cross-site  
24 scripting attacks. The Agora pitch deck provided to Lilling and Young also  
25 indicated that Agora Blue is ready for deployment, and included a product road map  
26 and certain financial modeling for the company. The pitch deck provided to Lilling  
27 and Young also indicated that Agora's technology is protected by an early patent  
28



1 portfolio, and stated that Agora was founded by Kunal Anand, Ben de Bont, Julien  
2 Bellanger and Jason Hullinger.

3 181. Lilling was aware that Anand and Bellanger owed (and still owe)  
4 fiduciary duties to their existing company (Agora), as well as to the company's co-  
5 founders (Hullinger and de Bont).

6 182. Lilling was also aware that Agora was the owner of the patent portfolio  
7 and other technology referenced in the pitch deck.

8 183. On information and belief, at some point in early to mid February 2013,  
9 Lilling joined his co-conspirators' plan to re-start Agora under a new name (*i.e.*,  
10 Prevoty), misappropriate Agora's technology and other assets, divert funding and  
11 customers to Prevoty instead of Agora, and shut out Hullinger and de Bont from the  
12 company they co-founded.

13 184. Lilling provided advice to Bellanger and Anand on positioning the new  
14 competing start-up business and became a Growth Advisor for the company.

15 185. In approximately February 2013, Lilling also personally provided much-  
16 needed cash to assist Bellanger and Anand re-start the company without Hullinger  
17 and de Bont.

18 186. In approximately February or March 2013, Lilling personally introduced  
19 Bellanger and Anand to other potential investors—including Paige Craig and  
20 Launchpad LA—thereby diverting resources and funding to Prevoty and away from  
21 Agora.

22 187. Lilling served as the initial lead investor for Prevoty's December 2013  
23 investment round, which enabled Prevoty to continue and extend the wrongful  
24 conduct alleged herein.

25 188. Lilling also committed additional funds into Prevoty in the March 2015  
26 Series A funding round through his investment vehicles, Plus Capital, L.P., Plus  
27 Ventures Gee, GP, and Plus Ventures TMG I, LLC.  
28

1 189. Lilling agreed to aid and abet the other defendants in exchange for  
2 expected financial gain. Among other things, Lilling received compensation,  
3 including in the form of debt and/or equity in Prevoty, in exchange for assisting the  
4 other defendants with the misconduct alleged herein.

5 190. Plaintiffs had neither knowledge, nor reason to know, that Lilling was  
6 involved in this conduct until early 2016, when Defendants produced documents  
7 showing Lilling's involvement. Lilling also stipulated that he would not argue  
8 prejudice or unreasonable delay pending production of documents by Lilling and the  
9 other subpoenaed investors that are represented by the same counsel.

10 Dan Kaminsky

11 191. Defendant Dan Kaminsky knowingly and intentionally encouraged,  
12 aided and abetted the wrongful conduct alleged herein.

13 192. At least as early as May 2012, Kaminsky offered to serve—and did in  
14 fact serve—as an advisor to Agora. In this role, Kaminsky interacted directly with  
15 all three of Agora's co-founders, including Plaintiffs Hullinger and de Bont.

16 193. Kaminsky understood and acknowledged Hullinger and de Bont's roles  
17 and involvement in Agora and knew that Anand was not working alone. Indeed,  
18 Kaminsky acknowledged Hullinger and de Bont's roles with Agora in person at a  
19 Black Hat conference on or about July 2012.

20 194. In December 2012, Kaminsky introduced Anand to a potential customer  
21 about using Agora's technology. In doing so, Kaminsky communicated with Anand  
22 using Anand's Agora email account.

23 195. In February 2013, Defendant Bellanger informed the Kaminsky-  
24 introduced customer that Agora had become Prevoty. In particular, on February 27,  
25 2013, Bellanger sent an email entitled "Agora => Prevoty" to the prospective  
26 customer, and stated, "Kunal and I just raised our first round of financing and  
27 incorporated our company under a new name: Prevoty." In doing so, Bellanger  
28 confirms that Prevoty is simply Agora under a new name. A redacted (for

1 confidentiality) copy of the February 27, 2013 communication (including its email  
2 chain) is attached herein as Exhibit I.

3 196. On information and belief, Kaminsky was aware that Defendants Anand,  
4 Bellanger and Prevoty, along with other co-conspirators, were engaged in an on-  
5 going fraud to re-start Agora under a new name (*i.e.*, Prevoty), misappropriate  
6 Agora's technology and other assets, divert funding and customers to Prevoty  
7 instead of Agora, and shut out Hullinger and de Bont from the company they co-  
8 founded.

9 197. Even so, in or around February or March 2013, Kaminsky switched from  
10 serving as an Agora advisor to serving as a Prevoty advisor.

11 198. Starting in or around February or March 2013, Kaminsky also provided  
12 advice to Bellanger and Anand on positioning Prevoty as a competing start-up  
13 business, reviewed investor pitch decks, and on information and belief, advised  
14 Anand and Bellanger in their endeavors to re-start Agora under a new name, to the  
15 exclusion of Plaintiffs Hullinger and de Bont.

16 199. Kaminsky also became a Technical Advisor to Prevoty sometime in  
17 2013.

18 200. Kaminsky was aware that Anand and Bellanger owed (and still owe)  
19 fiduciary duties to Plaintiffs Agora, Hullinger and de Bont.

20 201. Kaminsky was aware that Prevoty's technology, patents, trade secrets  
21 and other intellectual property were (and still are) owned by Agora. Kaminsky was  
22 aware that Plaintiffs Hullinger and de Bont were involved in developing the Agora  
23 technology. Among other things, Kaminsky was aware of this through his work  
24 with Agora in 2012.

25 202. Starting in February or March 2013, Kaminsky encouraged, aided and  
26 abetted Defendants Anand, Bellanger and Prevoty in misappropriating Agora's trade  
27 secrets.  
28

1           203. Kaminsky also helped introduce Defendants Anand, Bellanger and  
2 Prevoty to other potential investors and customers, diverting funding and revenue  
3 from Agora to Prevoty.

4           204. Starting in February or March of 2013, Kaminsky lent his name and  
5 reputation to back Prevoty. Kaminsky is well known by name and reputation in  
6 software security circles.

7           205. Kaminsky agreed to aid and abet the other defendants in exchange for  
8 expected financial gain. Among other things, Kaminsky received compensation,  
9 including in the form of stock options in Prevoty, in exchange for assisting the other  
10 defendants with the misconduct alleged herein.

11           206. Plaintiffs had neither knowledge, nor reason to know, that Dan  
12 Kaminsky was involved with Prevoty at all until approximately July 2014, when Mr.  
13 Kaminsky appeared on Prevoty's website as an advisor.

14                           U.S. Venture Partners and USVP XI

15           207. Defendants Bellanger, Anand and Prevoty solicited U.S. Venture  
16 Partners to aid and abet their wrongdoing at least as early as May 2013.

17           208. U.S. Venture Partners is an early stage venture capital firm based in  
18 Silicon Valley.

19           209. Accordingly to publicly available information, U.S. Venture Partners  
20 raised approximately \$300 million for USVP XI, which is U.S. Venture Partners'  
21 early-stage venture capital fund.

22           210. On and information and belief, U.S. Venture Partners is an affiliate,  
23 general partner and alter ego of USVP XI.

24           211. Representatives from U.S. Venture Partners met with Defendants  
25 Bellanger and Anand at least as early as May 3, 2013.

26           212. On or about May 6, 2013, Bellanger sent U.S. Venture Partners  
27 representatives (including Jacques Benkoski, John Hadl and Steve Krausz) a White  
28 Paper on the SmartFilter—which was developed at Agora.

1           213. Early on, USVP knew that—on the day it was founded—Prevoty  
2 already had a multi-million-dollar valuation, key patent applications forming the  
3 backbone of its technology, fully-developed source code, and existing customer  
4 relationships.

5           214. On or about September 27, 2013, Bellanger sent U.S. Venture Partners  
6 representatives an Investor Deck for Prevoty—which was based upon earlier  
7 Investor Decks created for Agora.

8           215. On information and belief, Bellanger also met with U.S. Venture  
9 Partners representative Dafina Toncheva in or around May 2014.

10          216. On or about September 11, 2014, Bellanger sent U.S. Venture Partners  
11 representative Dafina Toncheva further information concerning Prevoty's  
12 technology and products—which were derived from Agora's technology and  
13 products.

14          217. From approximately fall of 2014 through spring of 2015, USVP  
15 conducted extensive due diligence with respect to Prevoty, including both business  
16 and legal due diligence.

17          218. As part of its due diligence, USVP interviewed many of Prevoty's past  
18 and current customers, interviewed personal references for Anand and Bellanger,  
19 and engaged in detailed discussions with Prevoty's board members.

20          219. On or about January 19, 2015, USVP partners Dafina Toncheva and  
21 Steve Krausz presented the Prevoty deal to the larger USVP partnership. On  
22 information and belief, the USVP partners approved a proposed Term Sheet for  
23 Prevoty shortly thereafter.

24          220. On or about February 2-3, 2015, USVP (acting through Steve Krausz)  
25 and Prevoty (acting through Bellanger) executed a non-binding Term Sheet for a  
26 Series A Preferred Stock issue.

27          221. USVP continued and intensified its due diligence after executing the  
28 non-binding Term Sheet with Prevoty on February 2-3, 2015. Among other things,

1 USVP and its lawyers engaged in lengthy negotiations with Prevoty and its counsel,  
2 including David Levine of Harrell Levine, and received and reviewed key  
3 documents as part of that diligence effort.

4 222. As part of its diligence efforts, USVP learned that the intellectual  
5 property forming the backbone of Prevoty's technology and product offerings was  
6 actually created at Agora—long before Prevoty was established. USVP received  
7 and reviewed documents showing that Agora has a claim to the intellectual property  
8 of Prevoty. USVP also received and reviewed documents confirming that Bellanger  
9 and Anand did not and could not have created the technology and underlying  
10 intellectual property outside of their work at Agora. USVP learned that Prevoty's  
11 technology and intellectual property actually belongs to Agora.

12 223. As part of its diligence efforts, USVP learned that Hullinger, de Bont  
13 and Anand were all co-founders, co-owners and members of Agora. USVP received  
14 and reviewed documents confirming that Anand is CEO of Agora. On information  
15 and belief, as part of its diligence efforts, USVP also learned that Plaintiffs Hullinger  
16 and de Bont are the CTO and COO, respectively, for Agora.

17 224. Much of the diligence efforts of USVP involved reviewing documents  
18 made available for inspection by Prevoty's counsel.

19 225. Documents confirming Hullinger and de Bont's ownership and position  
20 with Agora were in the files of Prevoty's counsel, who had obligations to provide  
21 those documents to USVP. As part of its diligence efforts, USVP had access to and  
22 inspected documents and other information identifying Plaintiffs Hullinger and de  
23 Bont as owners and members of Agora. Exhibit J is one such document that was in  
24 the files of Prevoty's counsel as of February 2013 and was made available to USVP  
25 in connection with its due diligence.

26 226. As part of its diligence efforts, USVP learned that Anand and Bellanger  
27 owed (and still owe) fiduciary duties to Plaintiffs Agora, Hullinger and de Bont, and  
28 that they have breached (and are still breaching) those duties.

1           227. On information and belief, as part of its diligence efforts, USVP  
2 encouraged Anand, Bellanger and/or Prevoty to move forward with a purported  
3 dissolution of Agora and a purported cancellation of its Articles of Organization.  
4 The timing of Defendants' purported cancellation of Agora's Articles of  
5 Organization coincides with USVP's intensive diligence efforts.

6           228. On information and belief, as part of its diligence efforts, USVP learned  
7 that Defendants Anand, Bellanger and Prevoty, along with other co-conspirators,  
8 were engaged in an on-going fraud to re-start Agora under a new name (*i.e.*,  
9 Prevoty), misappropriate Agora's technology and other assets, divert funding and  
10 customers to Prevoty instead of Agora, and shut out Hullinger and de Bont from the  
11 company they co-founded.

12           229. USVP knowingly aided, abetted and facilitated the continued fraud,  
13 breach of fiduciary duties, misappropriation of trade secrets and other wrongful  
14 conduct of Anand, Bellanger, Prevoty and their other co-conspirators.

15           230. On or about March 6, 2015, U.S. Venture Partners agreed to provide  
16 Prevoty a significant investment, using USVP XI as the investment vehicle. On  
17 information and belief, USVP transferred this sum to Prevoty via wire transfer on or  
18 about March 6, 2015. As part of the same agreement, others, including Lilling and  
19 Karlin, agreed to invest additional significant amounts. Based upon publicly  
20 available information, the USVP-led Series A round provided approximately \$8  
21 million in funding based upon a pre-investment valuation of approximately \$24  
22 million, and generating a post-investment valuation of approximately \$32 million for  
23 Prevoty.

24           231. The investment provided by USVP and others that followed USVP  
25 enabled Anand, Bellanger and Prevoty to continue engaging in the wrongful conduct  
26 alleged herein. Acting through Krausz and Toncheva, USVP continues to  
27 encourage, aid and abet Anand, Bellanger and Prevoty to engage in this misconduct.  
28



232. On or about September 8, 2015, Plaintiffs informed USVP that Anand, Bellanger and Agora were engaged in an on-going fraud, breach of fiduciary duties, misappropriation of trade secrets and other wrongdoing. Plaintiffs also informed USVP that the technology and other intellectual property of Prevoty actually belongs to Agora. Plaintiffs provided USVP with irrefutable evidence to support their claims, including the May 1, 2012 email. Plaintiffs also invited USVP to investigate and offered to provide additional supporting materials.

233. Even after they received further detailed notification from Plaintiffs, on information and belief USVP declined to take any remedial actions. Instead, USVP continued to support, aid and abet the wrongdoing alleged herein.

234. As late as March 2016, USVP supported, aided and abetted Defendants, Prevoty, Anand and Bellanger by promoting them as part of the “USVP CEO Conference Israel 2016.”

235. USVP agreed to aid and abet the other defendants in exchange for expected financial gain. Among other things, USVP received compensation, including in the form of equity in Prevoty, in exchange for assisting the other defendants with the misconduct alleged herein.

236. Plaintiffs had neither knowledge, nor reason to know, that USVP was involved with Prevoty until March 2015, when Prevoty announced the Series A investment round led by USVP, and did not know that USVP was involved in the misconduct alleged herein until after documents were produced in connection with this litigation. USVP has also stipulated that it would not argue prejudice or unreasonable delay pending production of documents by USVP and the other subpoenaed investors that are represented by the same counsel.

## Karlin

237. Karlin took steps to aid and abet the wrongdoing alleged herein at least as early as May 2013.

1           238. According to its website ([www.karlinvc.com](http://www.karlinvc.com)), “Karlin Ventures is an  
2 early-stage venture capital fund based in Los Angeles.” Karlin seeks to invest  
3 \$100,000 to \$1 million per investment.

4           239. According to Karlin’s press materials, Karlin is the early stage  
5 investment division of Karlin Asset Management, LLC. Karlin Management, LLC  
6 manages over \$1.4 billion of unleveraged capital. Karlin is an affiliate and alter ego  
7 of Karlin Asset Management, LLC.

8           240. Mr. Tianxiang “TX” Zhuo is the managing partner of Karlin.

9           241. Karlin started its diligence with respect to an investment in Prevoty at  
10 least as early as May 2013.

11           242. Karlin’s due diligence with respect to Prevoty included both business  
12 and legal due diligence.

13           243. Early on, Karlin knew that—on the day it was founded—Prevoty  
14 already had a multi-million-dollar valuation, key patent applications forming the  
15 backbone of its technology, fully-developed source code, and existing customer  
16 relationships.

17           244. Karlin’s diligence efforts were led by Karlin representatives Tianxiang  
18 “TX” Zhuo and Arteen Arabshahi.

19           245. Karlin representatives (including Zhuo) met with Defendants Anand and  
20 Bellanger at least as early as May 14, 2013.

21           246. Karlin also started supporting, aiding and abetting Defendants Anand,  
22 Bellanger and Prevoty at least as early as May 2013.

23           247. For example, on or about May 22, 2013, Karlin representative Arteen  
24 Arabshahi introduced Defendants Bellanger, Anand and Prevoty to the co-founder  
25 and Chief Product Officer at a large and reputable online dating and social media  
26 company. In doing so, Karlin’s Arabshahi specifically highlighted some of the  
27 Agora technology that was misappropriated by Prevoty.  
28

1           248. In or around June 2013, Defendant Bellanger confirmed to Prevoty's  
2 advisors and investors (including Lilling, Stern and Kaminsky) that Karlin has  
3 "hinted that they would like to invest in our existing note or a later one."

4           249. Throughout the summer and fall of 2013, Karlin representatives  
5 facilitated extensive favorable introductions to potential customers and investors—  
6 thereby helping to divert potential investment and revenue from Agora to Prevoty.  
7 These included introductions to additional individuals at large social media, private  
8 equity and entertainment companies, among others.

9           250. On or about August 22, 2013, Karlin representative Zhuo informed  
10 Prevoty's investors at Launchpad LA: "Met with Julien today and told him I would  
11 invest [a specified sum] for sure on a convertible note if the cap is \$8M or less and  
12 consider investing up to an additional [specified sum] subject to further diligence."

13           251. In early December 2013, Karlin agreed to provide Prevoty with a  
14 significant investment, and Karlin transferred that sum to Prevoty via wire transfer  
15 on or about December 4, 2013.

16           252. Throughout 2014, Karlin representatives offered further support,  
17 encouragement and assistance to Defendants Prevoty, Anand and Bellanger. Among  
18 other things, Karlin representatives facilitated extensive favorable introductions to  
19 potential customers and investors—thereby helping to divert potential investment  
20 and revenue from Agora to Prevoty. These included introductions to additional  
21 individuals at large eCommerce, healthcare, entertainment, private equity, and  
22 educational institutions, as well as an introduction to a multi-national on-demand  
23 transportation network company, among others.

24           253. In 2014, Karlin also assisted in recruiting employees for Prevoty.

25           254. In 2014, Karlin provided general encouragement and consulted on  
26 business strategies for Prevoty.

1           255. On information and belief, Karlin conducted further diligence with  
2 respect to Prevoty in late 2014 and early 2015, including diligence related to a  
3 possible additional investment in the company.

4           256. In March 2015, Karlin agreed to provide Prevoty a further significant  
5 investment, and Karlin wired that sum to Prevoty shortly thereafter.

6           257. Karlin continued to provide assistance and encouragement to Defendants  
7 Prevoty, Anand and Bellanger throughout 2015.

8           258. In or around May 2015, Karlin invited Defendants Prevoty, Anand and  
9 Bellanger to participate in a conference, where they would be introduced to Chief  
10 Information Officers of potential clients. On May 4, 2015, Karlin representative  
11 Zhuo wrote to Defendant Bellanger, “We’re stacking the deck for our portfolio  
12 companies and putting you in the same group as the following CIOs for the team  
13 building challenges: Hulu, Ticketmaster, eHarmony.”

14           259. In the spring and summer of 2015, Karlin representatives also facilitated  
15 additional favorable introductions to potential customers and investors—thereby  
16 helping to divert potential investment and revenue from Agora to Prevoty. These  
17 included introductions to additional officers and partners in the private equity space,  
18 as well as individuals at a multi-national technology company and a large American  
19 talent and sports agency, among others.

20           260. During this time period, Karlin representatives were specifically  
21 assisting Defendants Prevoty, Bellanger and Anand to locate potential investors who  
22 would be interested in participating in a Series B investment round. For example, on  
23 or about June 17, 2015, Karlin representative Zhuo wrote to Defendants Bellanger  
24 and Anand: “I know you guys are not looking for money but [a specified partner]  
25 and his team head up the security platform at [a specified private equity firm] and  
26 they are very interested in getting to know you guys for the next round.”

27           261. On information and belief, as part of its diligence efforts, Karlin  
28 representatives interviewed Prevoty’s past and current customers, interviewed

1 personal references for Anand and Bellanger, and engaged in discussions with  
2 Prevoty's board members. On information and belief, Karlin representative  
3 Arabshahi also received information from a former Prevoty employee who  
4 previously helped Agora connect with prospective customers.

5 262. As part of its diligence efforts, Karlin learned that the intellectual  
6 property forming the backbone of Prevoty's technology and product offerings was  
7 actually created at Agora—long before Prevoty was established. Karlin received  
8 and reviewed documents showing that Agora has a claim to the intellectual property  
9 of Prevoty. Karlin also received and reviewed documents confirming that Bellanger  
10 and Anand did not and could not have created the technology and underlying  
11 intellectual property outside of their work at Agora. Karlin learned that Prevoty's  
12 technology and intellectual property actually belongs to Agora.

13 263. As part of its diligence efforts, Karlin learned that Hullinger, de Bont  
14 and Anand were all co-founders, co-owners and members of Agora. Karlin received  
15 and reviewed documents confirming that Anand is CEO of Agora. On information  
16 and belief, as part of its diligence efforts, Karlin also learned that Plaintiffs Hullinger  
17 and de Bont are the CTO and COO, respectively, for Agora.

18 264. Much of the diligence efforts of Karlin involved reviewing documents  
19 made available for inspection by Prevoty's counsel.

20 265. Documents confirming Hullinger and de Bont's ownership and position  
21 with Agora were in the files of Prevoty's counsel, who had obligations to provide  
22 those documents to Karlin. As part of its diligence efforts, Karlin had access to and  
23 inspected documents and other information identifying Plaintiffs Hullinger and de  
24 Bont as owners and members of Agora, including the document attached herein as  
25 Exhibit J.

26 266. As part of its diligence efforts, Karlin learned that Anand and Bellanger  
27 owed (and still owe) fiduciary duties to Plaintiffs Agora, Hullinger and de Bont, and  
28 that they had breached (and are still breaching) those duties.

1           267. As part of its diligence efforts, Karlin learned that Defendants Anand,  
2 Bellanger and Agora, along with other co-conspirators, were engaged in an on-going  
3 fraud to re-start Agora under a new name (*i.e.*, Prevoty), misappropriate Agora's  
4 technology and other assets, divert funding and customers to Prevoty instead of  
5 Agora, and shut out Hullinger and de Bont from the company they co-founded.

6           268. Karlin knowingly aided, abetted and facilitated the continued fraud,  
7 breach of fiduciary duties, misappropriation of trade secrets and other wrongful  
8 conduct of Anand, Bellanger, Prevoty and their other co-conspirators.

9           269. The investments provided by Karlin and others enabled Anand,  
10 Bellanger and Prevoty to continue engaging in the wrongful conduct alleged herein.  
11 Karlin continues to encourage, aid and abet Anand, Bellanger and Prevoty to engage  
12 in this misconduct.

13           270. On or about September 8, 2015, Plaintiffs informed Karlin that Anand,  
14 Bellanger and Agora were engaged in an on-going fraud, breach of fiduciary duties,  
15 misappropriation of trade secrets and other wrongdoing. Plaintiffs also informed  
16 Karlin that the technology and other intellectual property of Prevoty actually belong  
17 to Agora. Plaintiffs provided Karlin with irrefutable evidence to support their  
18 claims, including the May 1, 2012 email. Plaintiffs also invited Karlin to investigate  
19 and offered to provide additional supporting materials.

20           271. Even after they received further detailed notification from Plaintiffs, on  
21 information and belief Karlin declined to take any remedial actions. Instead, Karlin  
22 continues to support, aid and abet the wrongdoing alleged herein.

23           272. For example, in or around November 2015, Karlin invited Defendants  
24 Prevoty, Anand and Bellanger to participate in the "LA First Look Retreat"  
25 sponsored by Karlin. In doing so, Karlin further encouraged, facilitated, aided and  
26 abetted the on-going wrongful conduct alleged herein.

27           273. As recently as January 2016, Karlin representative Zhuo has continued  
28 to support and encourage the wrongful conduct alleged herein. On or about January

1 14, 2016, Zhuo published an article characterizing Defendant Prevoty as one of three  
2 “thriving startups which I believe will form the pillars of cyber security in the  
3 future.” Zhuo further supported Prevoty by adding the following: “Take Prevoty for  
4 example, organizations these days run multiple applications and the number will  
5 continue to grow. Instead of having a one size fits all security solution, organizations  
6 now need tailored security platform for each of their applications. Guiding the CSO  
7 to understand the problem, its magnitude and how your platform will fix that is what  
8 Prevoty does well.”

9 274. Karlin agreed to aid and abet the other defendants in exchange for  
10 expected financial gain. Among other things, Karlin received compensation,  
11 including in the form of equity in Prevoty, in exchange for assisting the other  
12 defendants with the misconduct alleged herein.

13 275. Plaintiffs had neither knowledge, nor reason to know, that Karlin was  
14 involved with Prevoty until December 2013, when Prevoty announced an investment  
15 round involving Karlin, and did not know that Karlin was involved in the  
16 misconduct alleged herein until after documents were produced in connection with  
17 this litigation. Karlin also stipulated that it would not argue prejudice or  
18 unreasonable delay pending production of documents by Karlin and the other  
19 subpoenaed investors that are represented by the same counsel.

#### 20 Launchpad

21 276. Launchpad took steps to aid and abet the wrongdoing alleged herein at  
22 least as early as February 2013.

23 277. On its website ([www.launchpadla.com](http://www.launchpadla.com)), Launchpad LA touts itself as  
24 “the top startup accelerator in Southern California.” According to its website,  
25 Launchpad LA offers “each accepted company \$25k - \$100k, free office space in the  
26 heart of Santa Monica (one block from the beach) for four months, a ton of perks  
27 and discounts, and most importantly, access to a massive network of mentors,  
28 advisors, and investors.”



1           278. According to its website, Launchpad LA looks “for companies that have  
2 more than a Powerpoint and less than a Series A.” Launchpad LA “need[s] to see at  
3 least the first iteration of something [the company has] made, whether it’s a site, app,  
4 or other product.” According to its website, Launchpad LA “will never accept two  
5 competing companies in the same class.” According to its website, the Cooley law  
6 firm is a sponsor (among others) of Launchpad LA, and Launchpad LA works  
7 closely with its sponsors.

8           279. On and information and belief, Defendant Launchpad LA is a general  
9 partner, affiliate and alter ego of Launchpad II.

10          280. Defendant Adam Lilling is a mentor, advisor, co-founder and otherwise  
11 affiliated with Launchpad LA.

12          281. In addition to their prior relationship with Adam Lilling, Defendants  
13 Anand and Bellanger were first introduced to other Launchpad representatives  
14 (including Sam Teller) at least as early as the first half of February 2013.

15          282. On information and belief, Anand and/or Bellanger met in person with  
16 Launchpad representatives (likely Sam Teller) on or about February 15, 2013. At  
17 this time, Anand and Bellanger were still working with Hullinger and de Bont at  
18 Agora.

19          283. In addition to Adam Lilling’s diligence, Launchpad started its diligence  
20 with respect to a possible investment in Agora and/or Prevoty at least as early as the  
21 first half of February 2013.

22          284. Launchpad’s efforts in this regard were led by Sam Teller.

23          285. In early March 2013, Launchpad representatives, including Sam Teller,  
24 reached an agreement with Defendants Anand and Bellanger to incubate Prevoty.  
25 Among other things, Launchpad agreed to provide Defendants Anand, Bellanger and  
26 Prevoty with cash and office space, to arrange introductions to prospective investors  
27 and customers, and to provide business and technical advice.  
28

1           286. As part of its diligence and negotiations, Launchpad also hired outside  
2 counsel, including attorneys Nick Hobson and Dave Young from the Cooley law  
3 firm in Los Angeles.

4           287. Launchpad conducted further diligence and negotiations with  
5 Defendants Anand and Bellanger in April 2013, including through their respective  
6 counsel.

7           288. Starting in March or April 2013 and for many months thereafter,  
8 Launchpad facilitated introductions for Anand and Bellanger to prospective  
9 investors and customers, often while knowingly touting the technology that was  
10 created at Agora, including by Hullinger and de Bont.

11           289. Among other things, Launchpad facilitated introductions to U.S. Venture  
12 Partners and Karlin.

13           290. Launchpad formalized its equity relationship with Prevoty on or about  
14 May 13, 2013. In exchange for incubating Prevoty, providing cash, office space and  
15 other support, Launchpad received equity in Prevoty. The equity is held by  
16 Launchpad II.

17           291. Launchpad provided office space for Prevoty, on information and belief,  
18 from approximately March 2013 through approximately October 2, 2013.

19           292. On information and belief, Launchpad was aware of Agora, including  
20 Hullinger and Anand's relationship with the company, at least as early as sometime  
21 between January and March 2013.

22           293. As early as February 2013, Launchpad's attorneys had an Agora pitch  
23 deck referencing Hullinger and Anand as founders of Agora. In February 2013,  
24 Defendants Bellanger and/or Anand informed Launchpad's attorneys that Agora was  
25 changing its name to Prevoty.

26           294. As part of its discussions and diligence efforts, Launchpad learned that  
27 the intellectual property forming the backbone of Prevoty's technology and product  
28 offerings was actually created at Agora—long before Prevoty was established.

1 Launchpad received and reviewed documents showing that Agora has a claim to the  
2 intellectual property of Prevoty. Launchpad also received and reviewed documents  
3 confirming that Bellanger and Anand did not and could not have created the  
4 technology and underlying intellectual property outside of their work at Agora.  
5 Launchpad learned that Prevoty's technology and intellectual property actually  
6 belongs to Agora.

7 295. Documents confirming Hullinger and de Bont's ownership and position  
8 with Agora were also in the files of Prevoty's counsel, who had obligations to  
9 provide those documents to Launchpad. As part of its diligence efforts, Launchpad  
10 would have received and analyzed—and on information and belief Launchpad did  
11 receive and analyze—documents and other information identifying Plaintiffs  
12 Hullinger and de Bont as owners and members of Agora, including the document  
13 attached herein as Exhibit J.

14 296. As part of its diligence efforts, Launchpad (including Sam Teller and  
15 Adam Lilling) learned that Anand and Bellanger owed (and still owe) fiduciary  
16 duties to Plaintiffs Agora, Hullinger and de Bont, and that they had breached (and  
17 are still breaching) those duties.

18 297. As part of its diligence efforts, Launchpad (including Sam Teller and  
19 Adam Lilling) learned that Defendants Anand, Bellanger and Agora, along with  
20 other co-conspirators, were engaged in an on-going fraud to re-start Agora under a  
21 new name (i.e., Prevoty), misappropriate Agora's technology and other assets, divert  
22 funding and customers to Prevoty instead of Agora, and shut out Hullinger and de  
23 Bont from the company they co-founded.

24 298. Launchpad knowingly aided, abetted and facilitated the continued fraud,  
25 breach of fiduciary duties, misappropriation of trade secrets and other wrongful  
26 conduct of Anand, Bellanger, Prevoty and their other co-conspirators.

1           299. The office space, investment, introductions and other assistance and  
2 encouragement provided by Launchpad and others enabled Anand, Bellanger and  
3 Prevoty to engage and continue engaging in the wrongful conduct alleged herein.

4           300. Launchpad agreed to aid and abet the other defendants in exchange for  
5 expected financial gain. Among other things, Launchpad received compensation,  
6 including in the form of equity in Prevoty, in exchange for assisting the other  
7 defendants with the misconduct alleged herein.

8           301. Plaintiffs had neither knowledge, nor reason to know, that Launchpad  
9 was involved with Prevoty until mid-2013, and did not know that Launchpad was  
10 involved in the misconduct alleged herein until after documents were produced in  
11 connection with this litigation. Launchpad also stipulated that it would not argue  
12 prejudice or unreasonable delay pending production of documents by Launchpad  
13 and the other subpoenaed investors that are represented by the same counsel.

14                           **Defendants Diverted Millions of**  
15                           **Dollars in Investment from Agora to Prevoty**

16           302. Defendants' unlawful use of Agora's intellectual property and  
17 proprietary information has allowed Prevoty to divert a substantial amount of  
18 investor funding away from Agora by capitalizing on the substantial effort and  
19 goodwill that Hullinger and de Bont contributed to Agora. For example, following  
20 Anand's purported dissolution and cancellation of Agora and his patent assignments  
21 to Prevoty, Prevoty received at least between \$630,000 and \$700,000 by April 2013  
22 in a Series Seed funding round, approximately \$2,150,000 by March 2014 in a  
23 Series Seed Extension funding round, and approximately \$8,000,000 by March 2015  
24 in a Series A funding round from investment firms.

25           303. By the end of March 2013, less than a month after Prevoty was formed,  
26 Prevoty closed on approximately \$250,000 in funding from investors, including a  
27 significant investment from Stern.  
28

1           304. By the end of April 2013, Prevoty closed on approximately \$385,000 in  
2 additional funding from other investors, including a significant investment from  
3 Lilling.

4           305. By around April 2013, Prevoty secured at least between \$630,000 and  
5 \$700,000 through its Series Seed funding round.

6           306. By December 2013, less than ten months after Prevoty's formation,  
7 Prevoty closed approximately \$1.7M in additional investor funding through a Series  
8 Seed Extension funding round, including a significant investment from Karlin and a  
9 further significant investment from Lilling.

10          307. Around March 2014, Prevoty secured an investment of approximately  
11 \$400,000 in funding through cash contributions of new executive hires.

12          308. Around March 2015, Prevoty closed a Series A funding round that  
13 raised approximately \$8M in investor funding, the majority of which was financed  
14 by USVP. The Series A funding round also included further significant investments  
15 from Lilling and Karlin.

16          309. To date, Prevoty has raised approximately \$11M in funding as a result of  
17 Anand, Bellanger and Prevoty's unlawful use of Agora's intellectual property and  
18 proprietary information.

19                           **FIRST CAUSE OF ACTION**

20                   **(Nullification of Agora's Certificate of Cancellation)**

21          310. Plaintiffs restate and incorporate by reference their previous allegations  
22 above, as if fully set forth herein.

23          311. Hullinger, de Bont and Anand associated to carry on, as co-owners, a  
24 business for profit. Hullinger, de Bont and Anand initially operated their business  
25 under the names Sphinx Systems, Agora Systems and/or Agora Security, but  
26 ultimately in or around mid February 2012, they orally and/or implicitly agreed to  
27 register their business as a California limited liability company under the name  
28 Agora Systems LLC.

1           312. Agora was duly registered as a limited liability company with the  
2 California Secretary of State on or around February 22, 2012.

3           313. Anand, Hullinger and de Bont agreed that each of them was an equal  
4 member of Agora with an equal one-third ownership interest in Agora.

5           314. Agora's Articles of Organization need not and do not identify the  
6 membership of Agora, nor were any other documents filed simultaneously with the  
7 Secretary of State identifying the membership of the LLC.

8           315. To the extent Anand somehow registered himself as the sole shareholder  
9 of Agora, Anand held two-thirds of the ownership interest in a trust for the benefit of  
10 Hullinger and de Bont.

11           316. Anand's May 1, 2012 email to Hullinger and de Bont also explicitly  
12 confirms that Anand, Hullinger and de Bont each hold a one-third ownership interest  
13 as co-founders and members of Agora.

14           317. On October 24, 2014, Anand filed with the California Secretary of State  
15 a fraudulent Certificate of Cancellation purporting to dissolve and cancel Agora as a  
16 California LLC.

17           318. Anand included materially false factual representations in the October  
18 24, 2014 Certificate of Cancellation, including false representations that the  
19 dissolution was authorized by a vote of all of the members and that he was the "sole  
20 member" of Agora.

21           319. Anand did not have authorization to unilaterally dissolve or cancel  
22 Agora as a California LLC, and his submission of the Certificate of Cancellation to  
23 the California Secretary of State on behalf of Agora was fraudulent.

24           320. Agora has never been wound up. Any cancellation of the limited  
25 liability company was also improper for that reason.

26           321. There was never a membership vote authorizing the dissolution, much  
27 less cancellation, of Agora.  
28

1           322. In approving the Certificate of Cancellation for Agora, the California  
2 Secretary of State relied upon the fraudulent information submitted in Anand's  
3 Certificate of Cancellation.

4           323. The fraudulent Certificate of Cancellation filed by Anand should be  
5 declared a nullity and set aside for fraud, including without limitation under  
6 California Civil Code § 3412.

7           324. To the extent necessary, Plaintiffs request a judicial order for the  
8 reinstatement of Agora as a California limited liability company, including without  
9 limitation under California Government Code §§ 12261(b) and/or 12261(c).

10          325. To the extent that Agora is not found to subsist (either as a limited  
11 liability company or a partnership), Plaintiffs Hullinger and de Bont raise their  
12 claims asserted herein as former owners of Agora and partners with Anand, and seek  
13 their pro rata share of damages.

14          326. Plaintiffs also seek a declaration that Ben de Bont and Jason Hullinger  
15 were, are and continue to be members of Agora.

16                           **SECOND CAUSE OF ACTION**

17 **(Wrongful Dissolution and/or Cancellation of Agora, Against Defendant Anand)**

18          327. Plaintiffs restate and incorporate by reference their previous allegations  
19 above, as if fully set forth herein.

20          328. Hullinger, de Bont and Anand associated to carry on, as co-owners, a  
21 business for profit. Hullinger, de Bont and Anand initially operated their business  
22 under the names Sphinx Systems, Agora Systems and/or Agora Security, but  
23 ultimately in or around mid February 2012, they orally and/or implicitly agreed to  
24 register their business as a California limited liability company under the name  
25 Agora Systems LLC.

26          329. Agora was duly registered as a limited liability company with the  
27 California Secretary of State on or around February 22, 2012.



1 330. Anand, Hullinger and de Bont orally agreed in or around February 2012  
2 that each of them was an equal member of Agora with an equal one-third ownership  
3 interest in Agora.

4 331. Anand's May 1, 2012 email to Hullinger and de Bont also explicitly  
5 confirmed that Anand, Hullinger and de Bont would each hold a one-third  
6 ownership interest as co-founders and members of Agora.

7 332. Anand wrongfully purported to dissolve and/or cancel Agora when he  
8 unilaterally and fraudulently filed a Certificate of Cancellation with the Secretary of  
9 State on October 24, 2014, falsely listing himself as Agora's sole member.

10 333. The Certificate of Cancellation filed by Anand also purports to dissolve  
11 Agora, falsely representing that "[t]he dissolution was made by the vote of all of the  
12 members."

13 334. Anand has wrongfully purported to dissolve and/or cancel Agora. As a  
14 result, Anand should lose his right to participate in management as a member and a  
15 manager of the LLC, thereby forfeiting any and all authority previously vested in  
16 him with respect to Agora, including without limitation under California  
17 Corporations Code § 17704.07.

18 **THIRD CAUSE OF ACTION**

19 **(Judicial Order to Expel Defendants Anand and Bellanger from Agora)**

20 335. Plaintiffs restate and incorporate by reference their previous allegations  
21 above, as if fully set forth herein.

22 336. Hullinger, de Bont and Anand associated to carry on, as co-owners, a  
23 business for profit. Hullinger, de Bont and Anand initially operated their business  
24 under the names Sphinx Systems, Agora Systems and/or Agora Security, but  
25 ultimately in or around mid February 2012, they orally and/or implicitly agreed to  
26 register their business as a California limited liability company under the name  
27 Agora Systems LLC.  
28

1 337. Agora was duly registered as a limited liability company with the  
2 California Secretary of State on or around February 22, 2012.

3 338. Anand, Hullinger and de Bont are each equal members of Agora with an  
4 equal one-third ownership interest in Agora.

5 339. Anand's May 1, 2012 email to Hullinger and de Bont also explicitly  
6 confirms that Anand, Hullinger and de Bont each hold a one-third ownership interest  
7 as co-founders and members of Agora.

8 340. Anand began to include Bellanger in the company's strategic decisions  
9 in early 2013.

10 341. Anand and Bellanger have engaged and continue to engage in wrongful  
11 conduct that has adversely and materially affected Agora's activities.

12 342. Anand and Bellanger have engaged and continue to engage in conduct  
13 relating to Agora's activities that make it not reasonably practicable to carry on  
14 activities with Hullinger and/or de Bont as members, co-owners and/or partners of  
15 Agora.

16 343. Anand should be expelled from Agora by judicial order, including  
17 without limitation under Cal. Corp. Code §§ 17706.02(e) and/or 16601(5).

18 344. Bellanger was never a member, partner and/or co-owner of Agora.

19 345. Bellanger and Anand, however, have created documents identifying  
20 Bellanger as a co-founder of Agora and have otherwise referred to Bellanger as a co-  
21 founder of Agora, including in pitch decks such as the one attached herein as Exhibit  
22 D. Accordingly, there is an actual justiciable case and controversy with regards to  
23 Bellanger's membership interest in Agora.

24 346. Accordingly, Plaintiffs seek a declaration that Bellanger was not and is  
25 not a member of Agora.

26 347. To the extent Bellanger contends that he is or was a member, partner  
27 and/or co-owner of Agora, Bellanger should be expelled from Agora by judicial  
28

1 order, including without limitation under Cal. Corp. Code §§ 17706.02(e) and/or  
2 16601(5).

3 **FOURTH CAUSE OF ACTION**

4 **(Correction of Inventorship, 35 U.S.C. § 256)**

5 348. Plaintiffs restate and incorporate by reference their previous allegations  
6 above, as if fully set forth herein.

7 349. Hullinger, de Bont and Anand jointly conceived of and/or contributed to  
8 the inventions claimed in the '722 and '223 Patents.

9 350. Hullinger, de Bont and Anand are co-inventors of the claimed subject  
10 matter in the '722 and '223 Patents.

11 351. Hullinger and de Bont were omitted as named inventors on the '722 and  
12 '223 Patents without any fraud on their part.

13 352. Inventorship on the '722 and '223 Patents should be corrected under 35  
14 U.S.C. § 256 to reflect Hullinger and de Bont as named inventors. Hullinger and de  
15 Bont are entitled to a judgment that both are inventors of the inventions claimed in  
16 the '722 and '223 Patents.

17 **FIFTH CAUSE OF ACTION**

18 **(Breach of Fiduciary Duty, Against Defendants Anand and Bellanger)**

19 353. Plaintiffs restate and incorporate by reference their previous allegations  
20 above, as if fully set forth herein.

21 354. Agora was duly registered as a limited liability company with the  
22 California Secretary of State on or around February 22, 2012.

23 355. Anand, Hullinger and de Bont orally agreed in or around February 2012  
24 that each of them was an equal member of Agora with an equal one-third ownership  
25 interest in Agora.

26 356. Anand's May 1, 2012 email to Hullinger and de Bont also explicitly  
27 confirms that Anand, Hullinger and de Bont each hold a one-third ownership interest  
28 as co-founders and members of Agora.

1 357. Hullinger, de Bont and Anand collaborated to develop Agora and its  
2 software technology. Each member of the team contributed substantially to Agora's  
3 development as a company, including, but not limited to, development and  
4 optimization of Agora's technology, reaching out to prospective investors and  
5 pitching Agora's technology to a number of potential customers.

6 358. Agora was a member-managed LLC, and Anand was a managing  
7 member of Agora.

8 359. Anand held the title of CEO of Agora. Anand held himself out as CEO  
9 of Agora.

10 360. As a managing member and CEO of Agora, a partner of Hullinger and  
11 de Bont, and (to the extent applicable) as a trustee holding stock for the benefit of  
12 Hullinger and de Bont, Anand owed Plaintiffs fiduciary duties of loyalty and care.

13 361. By virtue of these fiduciary duties, Anand was required to act in the  
14 utmost good faith towards Plaintiffs and to avoid acts and omissions adverse to  
15 Plaintiffs' business interests.

16 362. Anand breached his fiduciary duties to Agora, Hullinger and de Bont by  
17 *inter alia* (a) starting a competing business, namely Prevoty; (b) unilaterally shutting  
18 down business operations under the name Agora; (c) shutting out Hullinger and de  
19 Bont from their Agora emails and other documents hosted on the agorasec.com  
20 network; (d) falsely claiming to be the sole member of Agora; (e) falsely claiming  
21 that the members of Agora had voted for dissolution; (f) unilaterally filing a  
22 Certificate of Cancellation for Agora; (g) promising to file paperwork with the  
23 California Secretary of State identifying Hullinger and de Bont as equal members  
24 and co-founders of Agora, and representing that he had done so, when Anand had  
25 never filed such papers and had no intention of doing so; (h) abandoning Agora's  
26 business efforts in the midst of on-going efforts to secure contracts with potential  
27 customers and investors; (i) usurping Agora's corporate opportunities by diverting  
28 Agora's prospective investor funding and customer opportunities to Prevoty; (j)

1 failing to assign intellectual property rights, including in the '722 and '223 Patents,  
2 as well as in International Application No. PCT/US14/30076, U.S. Application No.  
3 14/599,975, International Application No. PCT/US15/12078, U.S. Application No.  
4 14/599,978, International Application No. PCT/US15/12082 and any related  
5 applications or patents to Agora; (k) failing to name Hullinger and de Bont as  
6 inventors on the '722 and '223 Patents and related applications (including pending  
7 applications in the same family); (l) assigning (or purporting to assign) Agora's  
8 intellectual property rights to Prevoty, despite obligations to assign the intellectual  
9 property rights to Agora; (m) misappropriating Agora's physical and other property  
10 for use by a competing company; (n) soliciting investment and customers for a  
11 competing company; (o) acting as CTO of a competing company; (p) failing to  
12 disclose the conduct described above, which created a conflict of interest for Anand;  
13 (q) conspiring with others to commit the wrongful conduct described herein; (r)  
14 embezzling money from Agora, including unilaterally emptying the company's bank  
15 accounts and keeping the withdrawn cash for himself; (s) failing to wind up Agora  
16 and distribute remaining assets to the other members after unilaterally purporting to  
17 dissolve and/or cancel the company; and (t) other wrongful conduct.

18 363. As a member, managing member and CEO of Agora, as a partner of  
19 Hullinger and de Bont, and (to the extent applicable) as a trustee holding stock for  
20 the benefit of Hullinger and de Bont, Anand had a fiduciary duty to apprise  
21 Hullinger and de Bont of any corporate opportunity before seizing it. Anand,  
22 however, kept Prevoty a secret from Hullinger and de Bont in order to reap the  
23 benefits of Agora to the exclusion of Plaintiffs.

24 364. On information and belief, Anand knowingly and willfully performed all  
25 the aforementioned activities to enrich and benefit himself financially and otherwise  
26 at Plaintiffs' expense.  
27  
28

1           365. As a result of Anand's breach of his fiduciary duties, Plaintiffs have  
2 been irreparably injured and have suffered significant monetary damages in an  
3 amount to be proven at trial.

4           366. By taking on a role to act on behalf of and/or for the benefit of  
5 Hullinger, de Bont and Anand and for the benefit of Agora as set forth above,  
6 Bellanger also undertook fiduciary obligations to Agora and its members/partners,  
7 including Hullinger and de Bont.

8           367. Bellanger breached his fiduciary duties to Agora, Hullinger and de Bont  
9 by *inter alia* (a) starting a competing business, namely Prevoty; (b) misappropriating  
10 Agora's physical and other property for use by a competing company; (c) usurping  
11 Agora's corporate opportunities by soliciting investment and customers for his  
12 competing company (Prevoty); (d) acting as CEO of a competing company; (e)  
13 failing to disclose the conduct described above, which created a conflict of interest  
14 for Bellanger; (f) conspiring with Anand and others to commit the wrongful conduct  
15 described above; and (g) other wrongful conduct.

16           368. As a result of Bellanger's breach of his fiduciary duties, Plaintiffs have  
17 been irreparably injured and have suffered significant monetary damages in an  
18 amount to be proven at trial.

19           369. Defendants have also acted with fraud, oppression and/or malice.  
20 Accordingly, Plaintiffs also seek an award of punitive and special damages.

21                           **SIXTH CAUSE OF ACTION**

22                   **(Declaratory Judgment of Agora's Ownership of Intellectual Property,**  
23                   **Against Defendants Anand and Prevoty)**

24           370. Plaintiffs restate and incorporate by reference their previous allegations  
25 above, as if fully set forth herein.

26           371. As a member, managing member and CEO of Agora, Anand had a  
27 fiduciary duty to assign to Agora any and all patents, copyrights and other  
28 intellectual property developed in connection with his work for Agora that relates to  
Agora's business.

1 372. Hullinger, de Bont and Anand jointly conceived of and/or contributed to  
2 the inventions claimed in the '722 and '223 Patents and related applications  
3 (including pending applications in the same family). Each had a duty to assign his  
4 interest in the patent and application to Agora.

5 373. In violation of his fiduciary duties to Agora, Hullinger and de Bont,  
6 Anand purported to assign his entire interest in the '722 and '223 Patents and related  
7 applications (including pending applications in the same family) to Prevoty, a  
8 competitor of Agora.

9 374. Anand's purported assignments of the entire interest in the '722 and  
10 '223 Patents and related applications (including pending applications in the same  
11 family) to Prevoty are void because (1) Anand was only one of three co-inventors of  
12 the claimed inventions, and (2) Anand was under a fiduciary obligation to assign his  
13 intellectual property rights to Agora, as described above.

14 375. Agora is the rightful owner of all rights and interest in the '722 and '223  
15 Patents, as well as any U.S. or foreign applications or issued patents claiming  
16 priority therefrom or relating thereto. To the extent necessary, Anand and/or  
17 Prevoty should be enjoined to assign all such rights and title to Agora.

18 **SEVENTH CAUSE OF ACTION**

19 **(Accounting and Ownership of Prevoty Stock and Other Moneys and Property,**  
20 **Against Defendants Anand, Bellanger, Prevoty and Any Other Defendant(s)**  
21 **Claiming an Interest)**

22 376. Plaintiffs restate and incorporate by reference their previous allegations  
23 above, as if fully set forth herein.

24 377. As a managing member and CEO of Agora, a partner of Hullinger and  
25 de Bont, and (to the extent applicable) as a trustee holding stock for the benefit of  
26 Hullinger and de Bont, Anand had a fiduciary duty to refrain from competing with  
27 Agora and to refrain from seizing for himself opportunities that rightfully belong to  
28 the company. Anand further had a fiduciary duty to account to Agora and its  
members, his partners and the trust beneficiaries for any property, any profit or



1 benefit derived by Anand in the conduct of Agora's business, or through use of  
2 Agora's property or information, including through the appropriation of any  
3 company opportunities.

4 378. By taking on a role to act on behalf of and/or for the benefit of  
5 Hullinger, de Bont and Anand and for the benefit of Agora as set forth above,  
6 Bellanger also undertook fiduciary obligations to Agora and its members/partners,  
7 including Hullinger and de Bont.

8 379. In violation of these fiduciary duties, Anand and Bellanger conspired to:  
9 create a new company (Prevoty) that competes directly with Agora; shut down  
10 Agora's business operations and shut out Hullinger and de Bont from Agora's  
11 business operations; convert and misappropriate Agora's physical and intellectual  
12 property, as well as confidential information, for the benefit of the new company;  
13 and misappropriate customer and investment opportunities—all at the expense of  
14 Agora and its other members.

15 380. Defendants McNiel, Stern, Kaminsky, Lilling, USVP, Karlin and  
16 Launchpad aided and abetted these breaches.

17 381. Agora, Hullinger and de Bont are entitled to an accounting and recovery  
18 of all property, profit or benefit derived through use of Agora's property or  
19 information, including through the appropriation of any company opportunities,  
20 including without limitation (a) all stock and other equity of Prevoty, (b) all salaries,  
21 bonuses, profits and other benefits received by Defendants Prevoty, Anand and/or  
22 Bellanger, (c) all moneys and other consideration received as investments by  
23 Defendants Prevoty, Anand and/or Bellanger, and (d) any other property, profit or  
24 benefit derived through the conduct of Prevoty, or through use of Agora's property  
25 or information, or through the appropriation of any of Agora's opportunities.

26 382. Plaintiffs seek the imposition of a constructive trust, against Prevoty,  
27 Anand, Bellanger and any other person or entity claiming to hold stock or stock  
28 options of Prevoty, for the benefit of Agora and/or Hullinger and de Bont, with

1 respect to (a) all stock and other equity of Prevoty, (b) all salaries, bonuses, profits  
2 and other benefits received by Defendants Prevoty, Anand and/or Bellanger, (c) all  
3 moneys and other consideration received as investments by Defendants Prevoty,  
4 Anand and/or Bellanger, and (d) any other property, profit or benefit derived through  
5 the conduct of Prevoty, or through use of Agora's property or information, or  
6 through the appropriation of any of Agora's opportunities. Plaintiffs are entitled to  
7 each of these items of property. The defendants gained and acquired this property  
8 through fraud and other wrongful conduct.

9 **EIGHTH CAUSE OF ACTION**

10 **(Aiding and Abetting Breach of a Fiduciary Duty,**  
11 **Against Defendants Anand, Bellanger, Prevoty, McNiel,**  
12 **Stern, Lilling, Kaminsky, USVP, Karlin and Launchpad)**

13 383. Plaintiffs restate and incorporate by reference their previous allegations  
14 above, as if fully set forth herein.

15 384. Bellanger and Anand each assisted the other in breaching his fiduciary  
16 duties owed to Plaintiffs.

17 385. Bellanger was aware of Anand's fiduciary duties to Plaintiffs, including  
18 Anand's role as a managing member and CEO of Agora, partner to Hullinger and de  
19 Bont and/or trustee holding stock for the benefit of Hullinger and de Bont.  
20 Accordingly, Bellanger was on notice as to Anand's fiduciary duties owed to Agora  
21 and its other members.

22 386. Anand was also aware of Bellanger's role with Agora, as Anand had  
23 introduced Bellanger to Plaintiffs and provided him with access to Agora's  
24 confidential and proprietary materials. Accordingly, Anand was also on notice as to  
25 Bellanger's fiduciary duties owed to Agora and its members.

26 387. Bellanger took concrete steps to facilitate Anand's breach of his  
27 fiduciary duties. Among other things, Bellanger registered the domain name  
28 Prevoty.com, assisted Anand in setting up a competing company, agreed to act as  
CEO of the new company, consented to Anand's role as CTO of the new competing

1 company, and aided and facilitated Anand's misappropriation and conversion of  
2 property and opportunities belonging to Agora, Hullinger and de Bont. Bellanger  
3 also serves as Prevoty's Agent for Service of Process in California.

4 388. On information and belief, Bellanger encouraged Anand to shut out  
5 Hullinger and de Bont from Agora and to form Prevoty without them.

6 389. Bellanger and Anand secretly collaborated to develop and establish  
7 Prevoty while working at Agora, while withholding such information from Hullinger  
8 and de Bont.

9 390. Anand also took concrete steps to facilitate Bellanger's breach of his  
10 fiduciary duties. Among other things, Anand facilitated Bellanger's access to  
11 confidential and proprietary materials at Agora, assisted Bellanger in incorporating a  
12 competing business, agreed to act as CTO of the new company, consented to  
13 Bellanger's role as CEO of the new competing company, and aided and facilitated  
14 the misappropriation and conversion of property and opportunities belonging to  
15 Agora, Hullinger and de Bont.

16 391. On information and belief, Anand and Bellanger willingly performed the  
17 above actions having knowledge of the other's fiduciary duties to Plaintiffs.

18 392. On information and belief, Anand and Bellanger also acted in the name  
19 of and for the benefit of Prevoty in aiding and abetting the aforementioned breaches  
20 of fiduciary duties. Acting through its agents, Prevoty was aware of the fiduciary  
21 duties owed by Anand and Bellanger to Plaintiffs. On information and belief,  
22 Prevoty aided and facilitated Anand's and Bellanger's misappropriation and  
23 conversion of property and corporate opportunities belonging to Agora, Hullinger  
24 and de Bont, including without limitation customer and investment opportunities.

25 393. Each of Defendants McNiel, Stern, Lilling, Kaminsky, USVP, Karlin  
26 and Launchpad (including Teller) also assisted and encouraged Bellanger and Anand  
27 in breaching their fiduciary duties owed to Plaintiffs.

1           394. Each of Defendants McNiel, Stern, Lilling, Kaminsky, USVP, Karlin  
2 and Launchpad (including Teller) had actual knowledge that Defendants Anand and  
3 Bellanger breached—and are continuing to breach—their fiduciary duties to  
4 Plaintiffs Hullinger, de Bont and Agora.

5           395. Each of McNiel, Stern, Lilling and Kaminsky was aware of Bellanger  
6 and Anand's fiduciary duties to each of the Plaintiffs.

7           396. McNiel and Kaminsky directly interacted with Hullinger and de Bont in  
8 their roles as Agora co-founders.

9           397. McNiel personally reviewed and edited Investor decks identifying  
10 Hullinger and de Bont (along with Anand and Bellanger) as co-founders of Agora.

11           398. On information and belief, each of Stern, Lilling and Kaminsky also  
12 reviewed and edited Investor decks identifying Hullinger and de Bont as co-founders  
13 of Agora.

14           399. Stern helped to create a plan to re-start Agora as Prevoty without  
15 Hullinger and de Bont. Bellanger and Anand provided Stern with progress reports  
16 regarding implementation of the plan.

17           400. Each of McNiel, Stern, Lilling and Kaminsky was aware that Anand was  
18 Agora's CEO and that Bellanger held himself out as a co-founder of Agora, along  
19 with Hullinger, de Bont and Anand.

20           401. Each of McNiel, Stern, Lilling and Kaminsky was also aware that  
21 Bellanger took upon himself the responsibility to act on behalf of and/or for the  
22 benefit of Hullinger, de Bont, and Agora.

23           402. Each of McNiel, Stern, Lilling and Kaminsky was aware that Bellanger  
24 and Anand have breached their fiduciary duties owed to each of the Plaintiffs.

25           403. Each of McNiel, Stern, Lilling and Kaminsky was aware that Anand and  
26 Bellanger breached and continue to breach their fiduciary duties to Plaintiffs,  
27 including by (a) starting a competing business, namely Prevoty; (b) shutting out  
28 Hullinger and de Bont from Agora; (c) falsely claiming that Anand was the sole

1 member of Agora; (d) converting the Agora pitch decks into Prevoty pitch decks  
2 while removing Hullinger and de Bont as co-founders; (e) abandoning Agora's  
3 business efforts in the midst of on-going efforts to secure contracts with potential  
4 customers and investors; (f) usurping Agora's corporate opportunities by diverting  
5 Agora's prospective investor funding and customer opportunities to Prevoty; (g)  
6 misappropriating Agora's physical and other property for use by a competing  
7 company; (h) soliciting investment and customers for a competing company; (i)  
8 acting as CTO and CEO, respectively, of a competing company; (j) failing to  
9 disclose the conduct described above to Hullinger or de Bont; (k) conspiring with  
10 others to commit the wrongful conduct described herein; (l) committing other  
11 wrongful conduct.

12 404. Each of McNiel, Stern, Lilling and Kaminsky was also aware that Anand  
13 breached and continues to breach his fiduciary duties to Plaintiffs, by also (m)  
14 assigning intellectual property rights, including in the '722 and '223 Patents, as well  
15 as in International Application No. PCT/US14/30076, U.S. Application No.  
16 14/599,975, International Application No. PCT/US15/12078, U.S. Application No.  
17 14/599,978, International Application No. PCT/US15/12082), and any related  
18 applications or patents, to Prevoty instead of Agora; and (n) failing to name  
19 Hullinger and de Bont as inventors on the '722 and '223 Patents and related  
20 applications.

21 405. Each of McNiel, Stern, Lilling and Kaminsky provided substantial  
22 assistance and encouragement to Anand and Bellanger.

23 406. Each of McNiel, Stern, Lilling and Kaminsky actively assisted and/or  
24 encouraged Anand and Bellanger to re-start Agora as Prevoty, exclude de Bont and  
25 Hullinger and misappropriate the property and technology of Agora.

26 407. Each of McNiel, Stern, Lilling and Kaminsky also knowingly and  
27 intentionally assisted Anand and Bellanger in diverting investment and customers  
28 from Agora to Prevoty.

1           408. Each of McNiel, Stern, Lilling and Kaminsky helped Anand and  
2 Bellanger start a competing business (Prevoty) to the exclusion of Hullinger and de  
3 Bont.

4           409. Each of Stern and Lilling provided financial assistance to Anand and  
5 Bellanger in breaching their fiduciary duties.

6           410. Each of Stern, Lilling and Kaminsky provided Anand and Bellanger  
7 with introductions to additional investors and customers, thereby helping to secure  
8 investment and generate revenues for Prevoty.

9           411. Each of Stern, Lilling and Kaminsky provided advice to Bellanger and  
10 Anand on positioning a competing start-up business and reviewed investor pitch  
11 decks. Each of Stern, Lilling and Kaminsky provided business and/or technical  
12 advice, helping and encouraging Anand and Bellanger to commit acts that breached  
13 and continue to breach their fiduciary duties to Plaintiffs.

14           412. Each of Stern, Lilling and Kaminsky lent his name and reputation to  
15 back Prevoty. Kaminsky is well known by name and reputation in software security  
16 circles, whereas Stern and Lilling are well known by name and reputation in the  
17 investment community.

18           413. McNiel personally assisted Anand and Bellanger in converting Agora  
19 slide decks to Prevoty slide decks for use by Anand and Bellanger to secure  
20 investments and opportunities for Prevoty. McNiel also provided services in-kind  
21 for Prevoty. McNiel's assistance was critical in accomplishing the breaches alleged  
22 herein and a substantial factor in causing Plaintiffs' damages.

23           414. Stern personally conspired with Bellanger and Anand to concoct a plan  
24 for shutting out Hullinger and de Bont and re-forming Agora as Prevoty.

25           415. Each of Karlin, USVP and Launchpad (including Teller) was also aware  
26 of Bellanger and Anand's fiduciary duties to each of the Plaintiffs. Each of Karlin,  
27 USVP and Launchpad (including Teller) knew that Anand was CEO of Agora. On  
28 information and belief, each of Karlin, USVP and Launchpad (including Teller)



1 knew that Hullinger and de Bont were co-founders and members of Agora. On  
2 information and belief, each of Karlin, USVP and Launchpad (including Teller) was  
3 also aware that Bellanger took upon himself the responsibility to act on behalf of  
4 and/or for the benefit of Hullinger, de Bont and Agora.

5 416. Each of USVP and Karlin was aware that Anand and Bellanger breached  
6 and continue to breach their fiduciary duties to Plaintiffs, including by (a) starting a  
7 competing business, namely Prevoty; (b) shutting out Hullinger and de Bont from  
8 Agora; (c) falsely claiming that Anand was the sole member of Agora; (d) usurping  
9 Agora's corporate opportunities by diverting Agora's prospective investor funding  
10 and customer opportunities to Prevoty; (e) misappropriating Agora's physical and  
11 other property for use by a competing company; (f) soliciting investment and  
12 customers for a competing company; (g) acting as CTO and CEO, respectively, of a  
13 competing company; (h) falsely claiming that the members of Agora had voted for  
14 dissolution; (i) unilaterally filing a Certificate of Cancellation for Agora; and (j)  
15 committing other wrongful conduct.

16 417. Each of USVP and Karlin was also aware that Anand breached and  
17 continues to breach his fiduciary duties to Plaintiffs, by also (k) assigning  
18 intellectual property rights, including in the '722 and '223 Patents, as well as in  
19 International Application No. PCT/US14/30076, U.S. Application No. 14/599,975,  
20 International Application No. PCT/US15/12078, U.S. Application No. 14/599,978,  
21 International Application No. PCT/US15/12082 and any related applications or  
22 patents, as well any other patents in the same field, to Prevoty instead of Agora; (l)  
23 failing to name Hullinger and de Bont as inventors on the '722 and '223 Patents and  
24 related applications.

25 418. Launchpad (including Sam Teller and Adam Lilling) was aware that  
26 Anand and Bellanger breached and continue to breach their fiduciary duties to  
27 Plaintiffs, including by (a) starting a competing business, namely Prevoty; (b)  
28 shutting out Hullinger and de Bont from Agora; (c) falsely claiming that Anand was



1 the sole member of Agora; (d) usurping Agora's corporate opportunities by diverting  
2 Agora's prospective investor funding and customer opportunities to Prevoty; (e)  
3 misappropriating Agora's physical and other property for use by a competing  
4 company; (f) soliciting investment and customers for a competing company; (g)  
5 acting as CTO and CEO, respectively, of a competing company; and (h) committing  
6 other wrongful conduct.

7 419. Each of USVP, Karlin and Launchpad (including Sam Teller and Adam  
8 Lilling) provided substantial assistance and encouragement to Anand and Bellanger  
9 during the course of their wrongdoing.

10 420. Each of USVP, Karlin and Launchpad (led by Teller) provided much-  
11 needed financial assistance to Anand and Bellanger to help them in their continuing  
12 breaches of their fiduciary duties.

13 421. Each of USVP, Karlin and Launchpad (including Sam Teller and Adam  
14 Lilling) provided Anand and Bellanger with introductions to additional investors and  
15 encouraged those other investors to provide further funding, thereby helping to  
16 divert investment from Agora and exacerbating the breaches of fiduciary duties  
17 against Plaintiffs.

18 422. Each of USVP, Karlin and Launchpad (including Sam Teller and Adam  
19 Lilling) provided business advice and encouragement to Anand and Bellanger to  
20 commit acts that breached and continue to breach their fiduciary duties owed to  
21 Plaintiffs.

22 423. On information and belief, each of USVP and Karlin encouraged Anand  
23 and Bellanger to submit materials purporting to dissolve Agora and cancel its  
24 Articles of Organization.

25 424. Each of USVP and Karlin continued to provide Anand and Bellanger  
26 with support and encouragement even after Plaintiffs provided extensive information  
27 and a draft Complaint detailing Anand and Bellanger's breaches. On information  
28 and belief, even after receiving detailed information, Karlin and USVP failed to

1 conduct any meaningful investigation or to take remedial action but, instead, simply  
2 forwarded the allegations to the primary wrongdoers (Anand and Bellanger).

3 425. Launchpad (led by Teller) provided office space and other office  
4 resources to enable Defendants Prevoty, Anand and Bellanger to commit the  
5 wrongdoing alleged herein.

6 426. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and  
7 Launchpad was aware of the breaches of fiduciary duties and intended that they  
8 should occur.

9 427. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and  
10 Launchpad acted with the intent to participate in the ongoing breaches of fiduciary  
11 duties by Anand and Bellanger for the purpose of assisting them in performing the  
12 acts constituting the breaches.

13 428. The assistance provided by each of McNiel, Stern, Lilling, Kaminsky,  
14 USVP, Karlin and Launchpad was a substantial factor enabling the breaches alleged  
15 herein and a substantial factor in causing Plaintiffs' damages. As a result of Anand,  
16 Bellanger, Prevoty, McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and  
17 Launchpad's aiding and abetting of the breaches of fiduciary duties owed to  
18 Plaintiffs, Plaintiffs have suffered and continue to suffer significant damage in an  
19 amount to be proven at trial.

20 429. Each of Defendants Anand, Bellanger, Prevoty, McNiel, Stern, Lilling,  
21 Kaminsky, USVP, Karlin and Launchpad (including Teller) has also acted with  
22 fraud, oppression and/or malice. Accordingly, Plaintiffs also seek an award of  
23 punitive and special damages.

#### 24 **NINTH CAUSE OF ACTION**

#### 25 **(Fraud, Against Defendants Anand, Bellanger and Prevoty)**

26 430. Plaintiffs restate and incorporate by reference their previous allegations  
27 above, as if fully set forth herein.  
28

1 431. Agora was duly registered as a limited liability company with the  
2 California Secretary of State on or around February 22, 2012.

3 432. Anand, Hullinger and de Bont orally agreed in or around February 2012  
4 that each of them was an equal member of Agora with an equal one-third ownership  
5 interest in Agora.

6 433. On March 30, 2012, Anand filed Agora's Statement of Information with  
7 the California Secretary of State, identifying himself as the sole managing member  
8 of Agora.

9 434. On May 1, 2012, Anand sent Hullinger and de Bont an email  
10 representing that the "LLC has been amended" to include both of them as co-  
11 founders. In the May 1, 2012 email, Anand represented that the "revised Statement  
12 of Information document has been sent to the State of California."

13 435. On October 24, 2014, Anand unilaterally filed a Certificate of  
14 Cancellation for Agora with the California Secretary of State. In the filing with the  
15 California Secretary of State, Anand purported to be the sole member of Agora. In  
16 the same document, Anand further represented that the dissolution of Agora "was  
17 made by the vote of all of the members."

18 436. Based upon Anand's statements in the Certificate of Cancellation, it  
19 appears likely that Anand's statements in his May 1, 2012 email were false, and that  
20 Anand never sent any revised Statement of Information to the California Secretary  
21 of State.

22 437. On information and belief, all such representations regarding Agora's  
23 LLC documents were false at the time they were made and were known to be false  
24 by Anand at such times.

25 438. Plaintiffs, however, did not discover the falsity of these statements until  
26 they obtained Agora's corporate records from the California Secretary of State in the  
27 summer of 2015.

1           439. Up through and including approximately February 18, 2013, Anand  
2 continued to treat Hullinger and de Bont as equal co-owners of Agora.

3           440. Plaintiffs had no reason to doubt the veracity of Anand's representations,  
4 and no reason to investigate, until Hullinger and de Bont were shut out of Agora's  
5 network in February 2013, and discovered Prevoty's existence in 2013.

6           441. Moreover, by virtue of their fiduciary relationships with Plaintiffs,  
7 Anand and Bellanger had a duty to inform Plaintiffs that they were developing and  
8 creating a competing business.

9           442. Anand and Bellanger conspired to create a new corporate form to the  
10 exclusion of Hullinger and de Bont even before February 18, 2013, when Anand  
11 locked out Hullinger and de Bont from their agorasec.com accounts.

12           443. Anand and Bellanger failed to disclose material information to Hullinger  
13 and de Bont regarding their plans to form Prevoty, a competing company.

14           444. Anand and Bellanger failed to disclose material information to Hullinger  
15 and de Bont regarding their use of Agora materials, such as pitch materials, the  
16 Sandbox and other documents, to attract customers and investors in Prevoty in lieu  
17 of Agora.

18           445. On information and belief, all such omissions were material at the time  
19 they were omitted and were known to be material by Anand and Bellanger at such  
20 times.

21           446. On information and belief, Anand's and Bellanger's fraudulent  
22 representations and omissions were made with the intent to defraud Hullinger and de  
23 Bont and to induce Hullinger and de Bont to rely on such representations to continue  
24 developing Agora and its software technology, to continue improving Agora's  
25 materials, and to continue providing introductions to potential inventors and  
26 customers, so that Anand and Bellanger may benefit from Hullinger's and de Bont's  
27 efforts and contributions.  
28

1 447. Hullinger and de Bont justifiably relied on the material information, or  
2 lack thereof, provided by Anand and Bellanger.

3 448. Hullinger and de Bont had no reason to believe or suspect that Anand  
4 had failed to file a corrected Statement of Information or otherwise correct the  
5 paperwork relating to Hullinger's and de Bont's legal membership in Agora.

6 449. Hullinger and de Bont had no reason to suspect that Anand and  
7 Bellanger were secretly conspiring to develop and establish a competing company  
8 while actively promoting Agora's business and technology.

9 450. Hullinger and de Bont have suffered significant and irreparable damages  
10 as a result of Anand's and Bellanger's fraudulent misrepresentations and omissions  
11 and request compensatory and punitive damages in an amount to be proven at trial.

12 451. Plaintiffs have also suffered significant and irreparable damages as a  
13 result of Anand's fraudulent representations to the Secretary of State.

14 452. Anand's statements in the Certificate of Cancellation are false. Even if  
15 Anand never revised the Statement of Information, Hullinger and de Bont were  
16 legally members and owners of Agora by virtue of their oral agreement in or around  
17 February 2012. Anand was not the "sole member" of the LLC, nor had the members  
18 taken a vote to dissolve or cancel the LLC.

19 453. To the detriment of Plaintiffs, the Secretary of State reasonably relied on  
20 Anand's false statements in accepting the false Certificate of Cancellation from  
21 Anand.

22 454. On information and belief, beginning in February 2013, Anand and  
23 Bellanger were also acting on behalf of and for the benefit of Defendant Prevoty in  
24 committing the fraud described above.

25 455. Starting in approximately January or February 2013, Anand and  
26 Bellanger mutually and surreptitiously agreed and planned—either orally, in writing  
27 and/or implicitly through their actions—to undertake the fraudulent actions  
28 described above against Plaintiffs.

1 456. Each of Anand, Bellanger and (beginning in early 2013) Prevoty was  
2 aware of the other's wrongful conduct in furtherance of their plans to commit fraud,  
3 and intended that such fraud should occur. Accordingly, each of Anand, Bellanger  
4 and Prevoty is responsible and liable for any harm caused by the other co-  
5 conspirator.

6 457. Plaintiffs seek damages in an amount to be proven at trial.

7 458. Each of Defendants Anand, Bellanger and Prevoty has also acted with  
8 fraud, oppression and/or malice. Accordingly, Plaintiffs also seek an award of  
9 punitive and special damages.

10 **TENTH CAUSE OF ACTION**

11 **(Conspiracy to Commit Fraud, Against**  
12 **Defendants Stern, Lilling, McNiel and Kaminsky)**

13 459. Plaintiffs restate and incorporate by reference their previous allegations  
14 above, as if fully set forth herein.

15 460. In January or February of 2013, Defendants Stern, Lilling and McNiel  
16 joined the conspiracy to defraud Plaintiffs.

17 461. In February of 2013, each of Stern, Lilling and McNiel agreed with  
18 Bellanger and/or Anand, that Bellanger and Anand would re-start Agora under a  
19 new name (*i.e.*, Prevoty), misappropriate Agora's technology and other assets, divert  
20 funding and customers to Prevoty instead of Agora, and shut out Hullinger and de  
21 Bont from the company they co-founded.

22 462. Each of Stern, Lilling, and McNiel was aware that Plaintiffs Hullinger  
23 and de Bont viewed themselves as co-founders and co-owners of Agora based upon  
24 representations from Anand and/or Bellanger. Each of Stern, Lilling and McNiel  
25 was also aware that Hullinger and de Bont contributed to Agora's technology, that  
26 the technology was subject to an early patent portfolio, and that the Agora Blue  
27 product was available in December 2012.

28 463. In 2012 and 2013, McNiel personally reviewed and edited Agora pitch  
decks identifying Hullinger and de Bont as co-founders of Agora, announcing that

1 “Agora Blue is ready,” highlighting a product road map and certain financial  
2 modeling for Agora, and noting that Agora’s technology “is protected by an early  
3 patent portfolio.”

4 464. On information and belief, each of Stern and Lilling also personally  
5 reviewed similar Agora decks with substantially the same information, including  
6 decks identifying Hullinger and de Bont as co-founders of Agora.

7 465. On information and belief, in or around January or February 2013, each  
8 of Stern and Lilling was aware that Anand misled Plaintiffs Hullinger and de Bont  
9 with regard to the paperwork that he filed for Agora with the Secretary of State. On  
10 information and belief, each of Stern and Lilling was also aware that Plaintiffs  
11 Hullinger and de Bont were working as part of the LLC in reliance on Anand’s  
12 representations.

13 466. Each of Defendants Stern, Lilling and McNiel was aware that Anand  
14 and Bellanger had a confidential and fiduciary relationship with each of Plaintiffs  
15 Hullinger, de Bont and Agora.

16 467. Each of Stern, Lilling and McNiel was aware that Anand and Bellanger  
17 were starting a new company in the same field as Agora, to the exclusion of  
18 Hullinger and de Bont, without telling Hullinger or de Bont. Each of Stern, Lilling  
19 and McNiel was also aware that Bellanger and Anand were re-starting Agora under a  
20 different corporate name, to the exclusion of Hullinger and de Bont, and without  
21 telling Hullinger or de Bont. Each of Stern, Lilling and McNiel was also aware that  
22 Anand and Bellanger were using and intending to use Agora’s materials and  
23 technology for a competing business, without telling Hullinger or de Bont. Each of  
24 Stern, Lilling and McNiel was also aware that Anand and Bellanger owed a duty to  
25 disclose these material facts to Plaintiffs Hullinger, de Bont and Agora. On  
26 information and belief, each of Stern, Lilling and McNiel agreed to actively conceal  
27 these material facts from Plaintiffs Hullinger, de Bont and Agora.

28 468. Each of Stern, Lilling and McNiel was also aware that Hullinger and de



1 Bont permitted Bellanger to access Agora's technology and other confidential  
2 information based upon representations that Bellanger would be assisting Agora.  
3 Each of Stern and Lilling was also aware that Hullinger and de Bont involved  
4 Bellanger in client pitches, investor pitches, and solicitation of legal counsel based  
5 on the same representations.

6 469. On information and belief, each of Stern, Lilling and McNiel was also  
7 aware in February 2013 that Anand told Hullinger and de Bont that he needed to exit  
8 Agora because of his parents' divorce.

9 470. Each of the co-conspirators agreed to further Anand, Bellanger, and  
10 Prevoty's fraud, and facilitated the fraud by providing material support in the form  
11 of encouragement, assistance, and/or funding.

12 471. Among other things, starting in January or February 2013, Stern helped  
13 his co-conspirators come up with a plan for re-starting Agora as Prevoty, to the  
14 exclusion of Hullinger and de Bont. On information and belief, between February 7  
15 and 10, 2013, Stern was influential in persuading Bellanger and Anand to re-start  
16 Agora under a new name without Hullinger and de Bont. Stern provided seed  
17 money for the new company, as well as introductions to other potential investors.  
18 On February 16, 2013, Bellanger wrote Stern, "Kunal has started his divorce from  
19 his legacy, it is going as planned for now."

20 472. Among other things, starting in January or February 2013, Lilling also  
21 helped his co-conspirators come up with a plan for re-starting Agora as Prevoty, to  
22 the exclusion of Hullinger and de Bont. Lilling also provided seed money for the  
23 new company, as well as introductions to other potential investors. Lilling provided  
24 advice to Bellanger and Anand on positioning the new competing start-up business  
25 and became a Growth Advisor for the company. On information and belief, Lilling  
26 also helped Bellanger, Anand and Prevoty misappropriate Agora's technology and  
27 other assets and divert funding and customers to Prevoty instead of Agora. Lilling  
28 served as the initial lead investor for Prevoty's December 2013 investment round.

1 Lilling also committed additional funds into Prevoty in the March 2015 Series A  
2 funding round.

3 473. Among other things, starting around February 7, 2013, McNiel  
4 personally helped Bellanger and Anand convert the Agora investor pitch into a  
5 Prevoty investor pitch. Starting in February 2013, McNiel also helped his co-  
6 conspirators take product designs that were created by Hullinger, de Bont and  
7 Agora, and convert them into product designs for Prevoty. McNiel also helped  
8 direct potential investors and customers away from Agora to Prevoty.

9 474. On information and belief, Kaminsky also joined the conspiracy  
10 sometime around February or March 2013, when he agreed to serve as an advisor for  
11 Prevoty instead of Agora, and helped divert funding and customers to Prevoty  
12 instead of Agora.

13 475. Kaminsky was aware that Plaintiffs Hullinger and de Bont viewed  
14 themselves as co-founders and co-owners of Agora. Kaminsky was also aware that  
15 Hullinger and de Bont contributed to Agora's technology, and that the Agora Blue  
16 product was available as early as December 2012. Indeed, Kaminsky personally  
17 introduced Agora to prospective customers in 2012.

18 476. Kaminsky was also aware that Anand and Bellanger had a confidential  
19 and fiduciary relationship with each of Plaintiffs Hullinger, de Bont and Agora.  
20 Kaminsky was aware that Anand and Bellanger were starting a new company in the  
21 same field as Agora, to the exclusion of Hullinger and de Bont, without telling  
22 Hullinger or de Bont. Kaminsky was also aware that Bellanger and Anand were re-  
23 starting Agora under a different corporate name, to the exclusion of Hullinger and de  
24 Bont, without telling Hullinger or de Bont. Kaminsky was also aware that Anand  
25 and Bellanger were using and intending to use Agora's materials and technology for  
26 a competing business, without telling Hullinger or de Bont. Kaminsky was also  
27 aware that Anand and Bellanger owed a duty to disclose these material facts to  
28 Plaintiffs Hullinger, de Bont and Agora. On information and belief, Kaminsky

1 agreed to actively conceal these material facts from Plaintiffs Hullinger, de Bont and  
2 Agora.

3 477. Kaminsky agreed to further Anand's, Bellanger's, and Prevoty's fraud,  
4 and facilitated the fraud by providing material support in the form of encouragement  
5 and assistance.

6 478. Among other things, starting in February or March 2013, Kaminsky  
7 provided advice to Bellanger and Anand on positioning the new competing start-up  
8 business and became a Growth Advisor and technical advisor for Prevoty. On  
9 information and belief, Kaminsky also helped Bellanger, Anand and Prevoty  
10 misappropriate Agora's technology. Kaminsky also helped introduce Defendants  
11 Anand, Bellanger and Prevoty to other potential investors and customers, diverting  
12 funding and revenue from Agora to Prevoty. Kaminsky also lent his name and  
13 reputation to back Prevoty, including on pitch decks for Prevoty.

14 479. Each of Defendants Stern, Lilling, McNiel and Kaminsky was aware of  
15 the fraud against Plaintiffs and intended that such fraud should occur.

16 480. Accordingly, each of Stern, Lilling, McNiel and Kaminsky is  
17 responsible and liable for any harm caused by the other co-conspirator.

18 481. Plaintiffs seek damages in an amount to be proven at trial.

19 482. Each of Defendants Stern, Lilling, McNiel and Kaminsky has also acted  
20 with fraud, oppression and/or malice. Accordingly, Plaintiffs also seek an award of  
21 punitive and special damages.

## 22 **ELEVENTH CAUSE OF ACTION**

### 23 **(Aiding and Abetting a Fraud, Against Defendants Stern, 24 Lilling, McNiel, Kaminsky, USVP, Karlin and Launchpad)**

25 483. Plaintiffs restate and incorporate by reference their previous allegations  
26 above, as if fully set forth herein.

27 484. Each of Defendants McNiel, Stern, Lilling, Kaminsky, USVP, Karlin  
28 and Launchpad (including Teller) had actual knowledge of the continuing fraud  
perpetrated by Defendants Bellanger, Anand and Prevoty.

1 485. McNiel was aware of the following:

- 2 a. At least as early as February 2012, McNiel was aware that Plaintiffs  
3 Hullinger and de Bont were co-founders and co-owners of Agora.
- 4 b. At least as early as 2012, McNiel was aware that Plaintiffs Hullinger  
5 and de Bont worked as part of the Agora team in reliance on  
6 Anand's representations.
- 7 c. At least as early as February 2013, McNiel was aware that Anand  
8 misled Plaintiffs Hullinger and de Bont with respect to his intentions  
9 and conduct concerning their roles with Agora, and McNiel was also  
10 aware that Hullinger and de Bont relied on Anand's representations  
11 to their detriment.
- 12 d. At least as early as February 2013, McNiel was aware that Anand  
13 told Hullinger and de Bont that he needed to exit Agora because of  
14 his parents' divorce.
- 15 e. At least as early as February 2013, McNiel was aware that instead of  
16 exiting Agora, Anand re-started Agora with Bellanger under a new  
17 name (*i.e.*, Prevoty), misappropriated Agora's technology and other  
18 assets, diverted funding and customers to Prevoty instead of Agora,  
19 and shut out Hullinger and de Bont from the company they co-  
20 founded.
- 21 f. At least as early as February 2013, McNiel was aware that Anand  
22 and Bellanger started a new company in the same field as Agora, to  
23 the exclusion of Hullinger and de Bont, without telling Hullinger or  
24 de Bont.
- 25 g. At least as early as February 2013, McNiel was aware that Hullinger  
26 and de Bont used Agora's materials and technology for a competing  
27 business, without telling Hullinger or de Bont.
- 28 h. At least as early as February 2013, McNiel was aware that Anand

1 and Bellanger owed a duty to disclose these material facts to  
2 Plaintiffs Hullinger, de Bont and Agora.

- 3 i. At least as early as February 2013, McNiel was aware that Anand,  
4 Bellanger and Prevoty actively concealed these material facts from  
5 Plaintiffs Hullinger, de Bont and Agora.  
6 j. At least as early as February 2013, McNiel was aware that Anand  
7 falsely claimed to be the sole owner of Agora, and that Anand and  
8 Bellanger claimed to be the sole co-owners of Prevoty, to the  
9 exclusion of Hullinger and de Bont.

10 486. Stern was aware of the following:

- 11 a. At least as early as January or February 2013, Stern was aware that  
12 Plaintiffs Hullinger and de Bont were co-founders and co-owners of  
13 Agora.  
14 b. At least as early as January or February 2013, Stern was aware that  
15 Plaintiffs Hullinger and de Bont worked as part of the Agora team in  
16 reliance on Anand's representations.  
17 c. At least as early as January or February 2013, Stern was aware that  
18 Anand misled Plaintiffs Hullinger and de Bont with respect to his  
19 intentions and conduct concerning their roles with Agora, and Stern  
20 was also aware that Hullinger and de Bont relied on Anand's  
21 representations to their detriment.  
22 d. At least as early as February 2013, Stern was aware that Anand told  
23 Hullinger and de Bont that he needed to exit Agora because of his  
24 parents' divorce.  
25 e. At least as early as February 2013, Stern was aware that instead of  
26 exiting Agora, Anand re-started Agora with Bellanger under a new  
27 name (*i.e.*, Prevoty), misappropriated Agora's technology and other  
28 assets, diverted funding and customers to Prevoty instead of Agora,

1 and shut out Hullinger and de Bont from the company they co-  
2 founded.

3 f. At least as early as February 2013, Stern was aware that Anand and  
4 Bellanger started a new company in the same field as Agora, to the  
5 exclusion of Hullinger and de Bont, without telling Hullinger or de  
6 Bont.

7 g. At least as early as February 2013, Stern was aware that Hullinger  
8 and de Bont used Agora's materials and technology for a competing  
9 business, without telling Hullinger or de Bont.

10 h. At least as early as February 2013, Stern was aware that Anand and  
11 Bellanger owed a duty to disclose these material facts to Plaintiffs  
12 Hullinger, de Bont and Agora.

13 i. At least as early as February 2013, Stern was aware that Anand,  
14 Bellanger and Prevoty actively concealed these material facts from  
15 Plaintiffs Hullinger, de Bont and Agora.

16 j. At least as early as February 2013, Stern was aware that Anand  
17 falsely claimed to be the sole owner of Agora, and that Anand and  
18 Bellanger claimed to be the sole co-owners of Prevoty, to the  
19 exclusion of Hullinger and de Bont.

20 k. On information and belief, at least as early as October 2014, Stern  
21 was aware that Anand fraudulently filed paperwork purporting to  
22 cancel Agora's Articles of Organization.

23 487. Lilling was aware of the following:

24 a. At least as early as January or February 2013, Lilling was aware that  
25 Plaintiffs Hullinger and de Bont were co-founders and co-owners of  
26 Agora.

27 b. At least as early as January or February 2013, Lilling was aware that  
28 Plaintiffs Hullinger and de Bont worked as part of the Agora team in

1 reliance on Anand's representations.

- 2 c. At least as early as January or February 2013, Lilling was aware that  
3 Anand misled Plaintiffs Hullinger and de Bont with respect to his  
4 intentions and conduct concerning their roles with Agora, and  
5 Lilling was also aware that Hullinger and de Bont relied on Anand's  
6 representations to their detriment.
- 7 d. At least as early as February 2013, Lilling was aware that Anand  
8 told Hullinger and de Bont that he needed to exit Agora because of  
9 his parents' divorce.
- 10 e. At least as early as February 2013, Lilling was aware that instead of  
11 exiting Agora, Anand re-started Agora with Bellanger under a new  
12 name (*i.e.*, Prevoty), misappropriated Agora's technology and other  
13 assets, diverted funding and customers to Prevoty instead of Agora,  
14 and shut out Hullinger and de Bont from the company they co-  
15 founded.
- 16 f. At least as early as February 2013, Lilling was aware that Anand and  
17 Bellanger started a new company in the same field as Agora, to the  
18 exclusion of Hullinger and de Bont, without telling Hullinger or de  
19 Bont.
- 20 g. At least as early as February 2013, Lilling was aware that Hullinger  
21 and de Bont used Agora's materials and technology for a competing  
22 business, without telling Hullinger or de Bont.
- 23 h. At least as early as February 2013, Lilling was aware that Anand and  
24 Bellanger owed a duty to disclose these material facts to Plaintiffs  
25 Hullinger, de Bont and Agora.
- 26 i. At least as early as February 2013, Lilling was aware that Anand,  
27 Bellanger and Prevoty actively concealed these material facts from  
28 Plaintiffs Hullinger, de Bont and Agora.



1 j. At least as early as February 2013, Lilling was aware that Anand  
2 falsely claimed to be the sole owner of Agora, and that Anand and  
3 Bellanger claimed to be the sole co-owners of Prevoty, to the  
4 exclusion of Hullinger and de Bont.

5 k. On information and belief, at least as early as October 2014, Lilling  
6 was aware that Anand fraudulently filed paperwork purporting to  
7 cancel Agora's Articles of Organization.

8 488. Kaminsky was aware of the following:

9 a. At least as early as mid-2012, Kaminsky was aware that Plaintiffs  
10 Hullinger and de Bont were co-founders and co-owners of Agora.

11 b. At least as early as mid-2012, Kaminsky was aware that Plaintiffs  
12 Hullinger and de Bont worked as part of the Agora team in reliance  
13 on Anand's representations.

14 c. At least as early as February or March 2013, Kaminsky was aware  
15 that Anand re-started Agora with Bellanger under a new name (*i.e.*,  
16 Prevoty), misappropriated Agora's technology and other assets,  
17 diverted funding and customers to Prevoty instead of Agora, and  
18 shut out Hullinger and de Bont from the company they co-founded.

19 d. At least as early as February or March 2013, Kaminsky was aware  
20 that Anand and Bellanger started a new company in the same field  
21 as Agora, to the exclusion of Hullinger and de Bont, without telling  
22 Hullinger or de Bont.

23 e. At least as early as February or March 2013, Kaminsky was aware  
24 that Hullinger and de Bont used Agora's materials and technology  
25 for a competing business, without telling Hullinger or de Bont.

26 f. At least as early as February or March 2013, Kaminsky was aware  
27 that Anand and Bellanger owed a duty to disclose these material  
28 facts to Plaintiffs Hullinger, de Bont and Agora.

- 1 g. At least as early as February or March 2013, Kaminsky was aware  
2 that Anand, Bellanger and Prevoty actively concealed these material  
3 facts from Plaintiffs Hullinger, de Bont and Agora.  
4 h. At least as early as February or March 2013, Kaminsky was aware  
5 that Anand falsely claimed to be the sole owner of Agora, and that  
6 Anand and Bellanger claimed to be the sole co-owners of Prevoty, to  
7 the exclusion of Hullinger and de Bont.

8 489. USVP was aware of the following:

- 9 a. On information and belief, at least as early as fall of 2014, USVP  
10 was aware that Plaintiffs Hullinger and de Bont were co-founders  
11 and co-owners of Agora.  
12 b. On information and belief, at least as early as fall of 2014, USVP  
13 was aware that Plaintiffs Hullinger and de Bont worked as part of  
14 the Agora team in reliance on Anand's representations.  
15 c. On information and belief, at least as early as fall of 2014, USVP  
16 was aware that Anand and Bellanger started a new company in the  
17 same field as Agora, to the exclusion of Hullinger and de Bont,  
18 without telling Hullinger or de Bont.  
19 d. On information and belief, at least as early as fall of 2014, USVP  
20 was aware that Hullinger and de Bont used Agora's materials and  
21 technology for a competing business, without telling Hullinger or de  
22 Bont.  
23 e. On information and belief, at least as early as fall of 2014, USVP  
24 was aware that Anand and Bellanger owed a duty to disclose these  
25 material facts to Plaintiffs Hullinger, de Bont and Agora.  
26 f. On information and belief, at least as early as fall of 2014, USVP  
27 was aware that Anand, Bellanger and Prevoty actively concealed  
28 these material facts from Plaintiffs Hullinger, de Bont and Agora.

- g. On information and belief, at least as early as fall of 2014, USVP was aware that Anand falsely claimed to be the sole owner of Agora, and that Anand and Bellanger claimed to be the sole co-owners of Prevoty, to the exclusion of Hullinger and de Bont.
- h. On information and belief, at least as early as fall of 2014, USVP was aware that Anand fraudulently filed paperwork purporting to cancel Agora's Articles of Organization.
- i. At least as early as September 2015, USVP was aware that Anand misled Plaintiffs Hullinger and de Bont concerning documents that he told them he had filed with the California Secretary of State, and that Hullinger and de Bont relied on Anand's representations to their detriment.
- j. At least as early as September 2015, USVP was aware that Anand told Hullinger and de Bont that he needed to exit Agora because of his parents' divorce.
- k. At least as early as September 2015, USVP was aware that instead of exiting Agora, Anand re-started Agora with Bellanger under a new name (*i.e.*, Prevoty), misappropriated Agora's technology and other assets, diverted funding and customers to Prevoty instead of Agora, and shut out Hullinger and de Bont from the company they co-founded.

490. Karlin was aware of the following:

- a. On information and belief, at least as early as sometime between May 2013 and fall of 2014, Karlin became aware that Plaintiffs Hullinger and de Bont were co-founders and co-owners of Agora.
- b. On information and belief, at least as early as sometime between May 2013 and fall of 2014, Karlin was aware that Plaintiffs Hullinger and de Bont worked as part of the Agora team in reliance

- 1 on Anand's representations.
- 2 c. On information and belief, at least as early as sometime between
- 3 May 2013 and fall of 2014, Karlin was aware that Anand and
- 4 Bellanger started a new company in the same field as Agora, to the
- 5 exclusion of Hullinger and de Bont, without telling Hullinger or de
- 6 Bont.
- 7 d. On information and belief, at least as early as sometime between
- 8 May 2013 and fall of 2014, Karlin became aware that Hullinger and
- 9 de Bont used Agora's materials and technology for a competing
- 10 business, without telling Hullinger or de Bont.
- 11 e. On information and belief, at least as early as sometime between
- 12 May 2013 and fall of 2014, Karlin became aware that Anand and
- 13 Bellanger owed a duty to disclose these material facts to Plaintiffs
- 14 Hullinger, de Bont and Agora.
- 15 f. On information and belief, at least as early as sometime between
- 16 May 2013 and fall of 2014, Karlin became aware that Anand,
- 17 Bellanger and Prevoty actively concealed these material facts from
- 18 Plaintiffs Hullinger, de Bont and Agora.
- 19 g. On information and belief, at least as early as sometime between
- 20 May 2013 and fall of 2014, Karlin became aware that Anand falsely
- 21 claimed to be the sole owner of Agora, and that Anand and
- 22 Bellanger claimed to be the sole co-owners of Prevoty, to the
- 23 exclusion of Hullinger and de Bont.
- 24 h. On information and belief, at least as early as fall of 2014, Karlin
- 25 became aware that Anand fraudulently filed paperwork purporting to
- 26 cancel Agora's Articles of Organization.
- 27 i. At least as early as September 2015, Karlin was aware that Anand
- 28 misled Plaintiffs Hullinger and de Bont concerning documents that

1 he told them he had filed with the California Secretary of State, and  
2 that Hullinger and de Bont relied on Anand's representations to their  
3 detriment.

4 j. At least as early as September 2015, Karlin was aware that Anand  
5 told Hullinger and de Bont that he needed to exit Agora because of  
6 his parents' divorce.

7 k. At least as early as September 2015, Karlin was aware that instead  
8 of exiting Agora, Anand re-started Agora with Bellanger under a  
9 new name (*i.e.*, Prevoty), misappropriated Agora's technology and  
10 other assets, diverted funding and customers to Prevoty instead of  
11 Agora, and shut out Hullinger and de Bont from the company they  
12 co-founded.

13 491. On information and belief, Launchpad (including Sam Teller and Adam  
14 Lilling) was aware of the following at least as early as sometime between January  
15 2013 and March of 2013:

- 16 a. Plaintiffs Hullinger and de Bont were co-founders and co-owners of  
17 Agora.
- 18 b. Plaintiffs Hullinger and de Bont worked as part of the Agora team in  
19 reliance on Anand's representations.
- 20 c. Anand and Bellanger started a new company in the same field as  
21 Agora, to the exclusion of Hullinger and de Bont, without telling  
22 Hullinger or de Bont.
- 23 d. Hullinger and de Bont used Agora's materials and technology for a  
24 competing business, without telling Hullinger or de Bont.
- 25 e. Anand and Bellanger owed a duty to disclose these material facts to  
26 Plaintiffs Hullinger, de Bont and Agora.
- 27 f. Anand, Bellanger and Prevoty actively concealed these material  
28 facts from Plaintiffs Hullinger, de Bont and Agora.

1 g. Anand falsely claimed to be the sole owner of Agora, and that  
2 Anand and Bellanger claimed to be the sole co-owners of Prevoty, to  
3 the exclusion of Hullinger and de Bont.

4 492. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and  
5 Launchpad (including Teller) assisted and encouraged Bellanger, Anand and Prevoty  
6 in committing and continuing fraud, as set forth herein.

7 493. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and  
8 Launchpad (including Teller) substantially assisted and facilitated the fraud by  
9 providing substantial and material support in the form of encouragement, assistance,  
10 and/or funding, as set forth herein.

11 494. Among other things, McNiel provided the following support and  
12 encouragement, and otherwise supported the fraud:

13 a. In or around January or February 2013, McNiel actively assisted  
14 and/or encouraged Anand and Bellanger to re-start Agora as  
15 Prevoty, exclude de Bont and Hullinger and misappropriate the  
16 property and technology of Agora.

17 b. Starting around February 2013 and continuing through today,  
18 McNiel has knowingly and intentionally assisted Anand and  
19 Bellanger in diverting investment and customers from Agora to  
20 Prevoty.

21 c. In or around February 2013, McNiel helped Anand and Bellanger  
22 start a competing business (Prevoty) to the exclusion of Hullinger  
23 and de Bont.

24 d. Starting in early February 2013 and continuing through today,  
25 McNiel personally assisted Anand and Bellanger in converting  
26 Agora slide decks to Prevoty slide decks for use by Anand and  
27 Bellanger to secure investments and opportunities for Prevoty.  
28

1 e. Starting in early January or February 2013, McNiel assisted Anand  
2 and Bellanger to conceal these facts from Plaintiffs.

3 495. Among other things, Stern provided the following support and  
4 encouragement, and otherwise supported the fraud:

5 a. In or around January or February 2013, Stern personally helped  
6 Bellanger and Anand concoct a plan for shutting out Hullinger and  
7 de Bont and re-forming Agora as Prevoty.

8 b. In or around January or February 2013, Stern actively assisted and  
9 encouraged Anand and Bellanger to re-start Agora as Prevoty,  
10 exclude de Bont and Hullinger and misappropriate the property and  
11 technology of Agora.

12 c. Starting around February 2013 and continuing through today, Stern  
13 has knowingly and intentionally assisted Anand and Bellanger in  
14 diverting investment and customers from Agora to Prevoty.

15 d. In or around February 2013, Stern helped Anand and Bellanger start  
16 a competing business (Prevoty) to the exclusion of Hullinger and de  
17 Bont.

18 e. In or around January through March 2013, Stern assisted Anand and  
19 Bellanger in converting Agora slide decks to Prevoty slide decks for  
20 use by Anand and Bellanger to secure investments and opportunities  
21 for Prevoty.

22 f. Starting in January or February 2013, Stern knowingly provided  
23 financial assistance to Anand and Bellanger to re-start Agora as  
24 Prevoty, to the exclusion of Hullinger and de Bont, without telling  
25 them.

26 g. Starting in January or February 2013 and continuing through today,  
27 Stern has provided Anand and Bellanger with introductions to  
28 additional investors and customers, thereby helping to divert



1 investment and revenues from Agora, without telling Hullinger and  
2 de Bont.

3 h. Starting in January or February of 2013, Stern provided advice to  
4 Bellanger and Anand on positioning a competing start-up business  
5 and reviewed investor pitch decks, in the same space as Agora,  
6 without telling Hullinger or de Bont.

7 i. Starting in January or February of 2013, Stern provided business  
8 advice, helping and encouraging Anand and Bellanger to commit the  
9 acts of fraud alleged herein.

10 j. Stern lent his name and reputation to back Prevoty as a re-start of  
11 Agora, without telling Hullinger or de Bont.

12 k. Starting in early January or February 2013, Stern assisted Anand and  
13 Bellanger to conceal these facts from Plaintiffs.

14 496. Among other things, Lilling provided the following support and  
15 encouragement, and otherwise supported the fraud:

16 a. In or around January or February 2013, Lilling actively assisted and  
17 encouraged Anand and Bellanger to re-start Agora as Prevoty,  
18 exclude de Bont and Hullinger and misappropriate the property and  
19 technology of Agora.

20 b. Starting around February 2013 and continuing through today, Lilling  
21 has knowingly and intentionally assisted Anand and Bellanger in  
22 diverting investment and customers from Agora to Prevoty.

23 c. In or around February 2013, Lilling helped Anand and Bellanger  
24 start a competing business (Prevoty) to the exclusion of Hullinger  
25 and de Bont.

26 d. On information and belief, in or around January through March  
27 2013, Lilling assisted Anand and Bellanger in converting Agora  
28

1 slide decks to Prevoty slide decks for use by Anand and Bellanger to  
2 secure investments and opportunities for Prevoty.

3 e. Starting in January or February 2013, Lilling knowingly provided  
4 financial assistance to Anand and Bellanger to re-start Agora as  
5 Prevoty, to the exclusion of Hullinger and de Bont, and without  
6 telling them.

7 f. Starting in January or February 2013 and continuing through today,  
8 Lilling has provided Anand and Bellanger with introductions to  
9 additional investors and customers, thereby helping to divert  
10 investment and revenues from Agora, without telling Hullinger and  
11 de Bont.

12 g. Starting in January or February of 2013, Lilling provided advice to  
13 Bellanger and Anand on positioning a competing start-up business  
14 and reviewed investor pitch decks, in the same space as Agora,  
15 without telling Hullinger or de Bont.

16 h. Starting in January or February of 2013, Lilling provided business  
17 advice, helping and encouraging Anand and Bellanger to commit the  
18 acts of fraud alleged herein.

19 i. Lilling lent his name and reputation to back Prevoty as a re-start of  
20 Agora, without telling Hullinger or de Bont.

21 j. Starting in early January or February 2013, Lilling assisted Anand  
22 and Bellanger to conceal these facts from Plaintiffs.

23 497. Among other things, Kaminsky provided the following support and  
24 encouragement, and otherwise supported the fraud:

25 a. Starting around February or March 2013 and continuing through  
26 today, Kaminsky has assisted Anand and Bellanger in diverting  
27 investment and customers from Agora to Prevoty.  
28

- b. Starting in January or February 2013 and continuing through today, Kaminsky has provided Anand and Bellanger with introductions to additional investors and customers, thereby helping to divert investment and revenues from Agora, without telling Hullinger and de Bont.
- c. Starting in January or February of 2013, Kaminsky provided advice to Bellanger and Anand on positioning a competing start-up business, in the same space as Agora, without telling Hullinger or de Bont.
- d. Starting in January or February of 2013, Kaminsky provided business and technical advice, helping and encouraging Anand and Bellanger to commit the acts of fraud alleged herein.
- e. Kaminsky lent his name and reputation to back Prevoty as a re-start of Agora, without telling Hullinger or de Bont.
- f. Starting in early January or February 2013, Kaminsky assisted Anand and Bellanger to conceal these facts from Plaintiffs.

498. Among other things, USVP provided the following support and encouragement, and otherwise supported the fraud:

- a. Starting around fall of 2014 and continuing through today, USVP has assisted Anand and Bellanger in diverting investment and customers from Agora to Prevoty.
- b. Starting around fall of 2014 and continuing through today, USVP has provided Anand and Bellanger with introductions to additional investors and customers, thereby helping to divert investment and revenues from Agora, without telling Hullinger and de Bont.
- c. Starting around fall of 2014, USVP provided advice to Bellanger and Anand on positioning a competing start-up business, in the same space as Agora, without telling Hullinger or de Bont.

- d. Starting at least as early as fall of 2014, USVP encouraged other investors to provide further funding, thereby helping to divert investment from Agora and exacerbating the fraud against Plaintiffs.
- e. Starting around fall of 2014, USVP provided business advice, helping and encouraging Anand and Bellanger to commit the acts of fraud alleged herein.
- f. Starting around fall of 2014, USVP lent its name and reputation to back Prevoty with other potential investors and customers, without telling Hullinger or de Bont.
- g. Starting around fall of 2014, USVP assisted Anand and Bellanger to conceal these facts from Plaintiffs.
- h. In approximately March of 2015, USVP provided much-needed financial assistance to Anand, Bellanger and Prevoty to help them in their continuing fraud as alleged herein. Without such financial assistance, Anand, Bellanger and Prevoty could not have continued to engage in that fraudulent scheme.
- i. On information and belief, in the fall of 2014, USVP encouraged Anand and Bellanger to submit materials purporting to dissolve Agora and cancel its Articles of Organization. USVP did so knowing Anand and Bellanger would not inform Hullinger and de Bont of the cancellation.
- j. USVP continued providing Anand, Bellanger and Prevoty with support and encouragement even after Plaintiffs provided USVP with details and evidence pointing to Anand's, Bellanger's and Prevoty's on-going fraud.
- k. As late as March 2016, USVP supported, aided and abetted Defendants Prevoty, Anand and Bellanger by promoting them as part of the "USVP CEO Conference Israel 2016."

1           499. Among other things, Karlin provided the following support and  
2 encouragement, and otherwise supported the fraud:

- 3           a. Starting around May 2013 and continuing through today, Karlin  
4           assisted Anand and Bellanger in diverting investment and customers  
5           from Agora to Prevoty.
- 6           b. Starting around May 2013 and continuing through today, Karlin has  
7           provided Anand and Bellanger with introductions to additional  
8           investors and customers, thereby helping to divert investment and  
9           revenues from Agora, without telling Hullinger and de Bont.
- 10          c. Starting around May 2013, Karlin provided advice to Bellanger and  
11          Anand on positioning a competing start-up business, in the same  
12          space as Agora, without telling Hullinger or de Bont.
- 13          d. Starting at least as early as May 2013, Karlin encouraged other  
14          investors to provide further funding, thereby helping to divert  
15          investment from Agora and exacerbating the fraud against Plaintiffs.
- 16          e. Starting around May 2013, Karlin provided business advice, helping  
17          and encouraging Anand and Bellanger to commit the acts of fraud  
18          alleged herein.
- 19          f. Starting around mid-2013, Karlin lent its name and reputation to  
20          back Prevoty with other potential investors and customers, without  
21          telling Hullinger or de Bont.
- 22          g. Starting around May 2013, Karlin assisted Anand and Bellanger to  
23          conceal these facts from Plaintiffs.
- 24          h. In approximately August 2013, Karlin promised financial assistance  
25          to Anand, Bellanger and Prevoty to help them in their continuing  
26          fraud as alleged herein. Karlin also provided actual cash  
27          investments in or around December 2013, and again in or around  
28          March of 2015. Without such financial assistance, Anand, Bellanger

1 and Prevoty could not have continued to engage in that fraudulent  
2 scheme.

3 i. On information and belief, in the fall of 2014, Karlin encouraged  
4 Anand and Bellanger to submit materials purporting to dissolve  
5 Agora and cancel its Articles of Organization. Karlin did so  
6 knowing Anand and Bellanger would not inform Hullinger and de  
7 Bont of the cancellation.

8 j. Karlin continued providing Anand, Bellanger and Prevoty with  
9 support and encouragement even after Plaintiffs provided Karlin  
10 with details and evidence pointing to Anand's, Bellanger's and  
11 Prevoty's on-going fraud.

12 k. For example, in or around November 2015, Karlin invited  
13 Defendants Prevoty, Anand and Bellanger to participate in the "LA  
14 First Look Retreat" sponsored by Karlin. In doing so, Karlin further  
15 encouraged, facilitated, aided and abetted the on-going wrongful  
16 conduct alleged herein.

17 l. As recently as January 2016, Karlin representative Zhuo has  
18 continued to support and encourage the wrongful conduct alleged  
19 herein. On or about January 14, 2016, Zhuo published an article  
20 characterizing Defendant Prevoty as one of three "thriving startups  
21 which I believe will form the pillars of cyber security in the future."  
22 Zhuo further supported Prevoty by adding the following: "Take  
23 Prevoty for example, organizations these days run multiple  
24 applications and the number will continue to grow. Instead of  
25 having a one size fits all security solution, organizations now need  
26 tailored security platform for each of their applications. Guiding the  
27 CSO to understand the problem, its magnitude and how your  
28 platform will fix that is what Prevoty does well."

1           500. Among other things, Launchpad (including Sam Teller and Adam  
2 Lilling) provided the following support and encouragement, and otherwise supported  
3 the fraud:

- 4           a. Starting around March 2013 and continuing through today,  
5           Launchpad (led by Teller) provided Anand and Bellanger with  
6           introductions to additional investors and customers, thereby helping  
7           to divert investment and revenues from Agora, without telling  
8           Hullinger and de Bont. As discussed above, Launchpad LA co-  
9           founder Adam Lilling started doing so even earlier.
  - 10          b. Starting around March 2013, Launchpad (led by Teller) provided  
11          advice to Bellanger and Anand on positioning a competing start-up  
12          business, in the same space as Agora, without telling Hullinger or de  
13          Bont. As discussed above, Launchpad LA co-founder Adam Lilling  
14          started doing so even earlier.
  - 15          c. Starting at least as early as March 2013, Launchpad (led by Teller)  
16          encouraged other investors to provide further funding for Prevoty,  
17          thereby helping to divert investment from Agora and exacerbating  
18          the fraud against Plaintiffs. As discussed above, Launchpad LA co-  
19          founder Adam Lilling started doing so even earlier.
  - 20          d. Starting around March 2013, Launchpad (including Teller) provided  
21          business advice, helping and encouraging Anand and Bellanger to  
22          commit the acts of fraud alleged herein. As discussed above,  
23          Launchpad LA co-founder Adam Lilling started doing so even  
24          earlier.
  - 25          e. Starting around March 2013, Launchpad (led by Teller) lent its name  
26          and reputation to back Prevoty with other potential investors and  
27          customers, without telling Hullinger or de Bont.
- 28



- 1 f. Starting around February or March 2013, Launchpad assisted Anand  
2 and Bellanger to conceal these facts from Plaintiffs.
- 3 g. Starting around approximately February or March 2013, Launchpad  
4 (led by Teller) promised financial assistance to Anand, Bellanger  
5 and Prevoty to help them in their continuing fraud as alleged herein.  
6 Without such financial assistance, Anand, Bellanger and Prevoty  
7 could not have continued to engage in that fraudulent scheme. As  
8 discussed above, Launchpad LA co-founder Adam Lilling started  
9 doing so even earlier.
- 10 h. Starting around February or March 2013, Launchpad (led by Teller)  
11 promised to provide office space and other office resources to  
12 Anand, Bellanger and Prevoty to help them in their continuing fraud  
13 as alleged herein. Launchpad actually provided such services,  
14 including offices space, from approximately March 2013 through  
15 approximately October 2, 2013.

16 501. The assistance provided by each of McNiel, Stern, Lilling, Kaminsky,  
17 USVP, Karlin and Launchpad (including Teller) was a substantial factor in  
18 accomplishing the fraud and furthering the fraud alleged herein and was a substantial  
19 factor in causing Plaintiffs' damages.

20 502. Each of Stern, Lilling, McNiel, Kaminsky, USVP, Karlin and  
21 Launchpad (including Teller) was aware of the fraud and intended that such fraud  
22 should occur.

23 503. Each of Stern, Lilling, McNiel, Kaminsky, USVP, Karlin and  
24 Launchpad (including Teller) acted with the intent to participate in the ongoing fraud  
25 by Anand, Bellanger and Prevoty for the purpose of assisting them in performing the  
26 acts constituting fraud.

27 504. Plaintiffs seek damages in an amount to be proven at trial.

28 505. Each of Defendants Stern, Lilling, McNiel, Kaminsky, USVP, Karlin

1 and Launchpad (including Teller) has also acted with fraud, oppression and/or  
2 malice. Accordingly, Plaintiffs also seek an award of punitive and special damages.

3 **TWELFTH CAUSE OF ACTION**

4 **(Constructive Fraud, Against Defendants Anand and Bellanger)**

5 506. Plaintiffs restate and incorporate by reference their previous allegations  
6 above, as if fully set forth herein.

7 507. Each of Defendants Anand and Bellanger had a confidential and  
8 fiduciary relationship with each of Plaintiffs Hullinger, de Bont and Agora.

9 508. On May 1, 2012, Anand sent Hullinger and de Bont an email  
10 representing that the “LLC has been amended” to include both of them as co-  
11 founders, and that a “revised Statement of Information document has been sent to  
12 the State of California.” To the extent Anand—and later Bellanger—believed there  
13 were reasons to doubt Hullinger’s and/or de Bont’s status as members of Agora,  
14 Anand and Bellanger had a duty to inform Hullinger and de Bont of any facts and  
15 circumstances giving rise to such arguments.

16 509. Anand and Bellanger failed to disclose this material information to  
17 Hullinger and de Bont.

18 510. On or about February 18, 2013, Anand told Hullinger and de Bont that  
19 he needed to exit Agora (including shutting down its email and network) because of  
20 his parents’ divorce. Anand represented that he could not focus on the company  
21 because he needed to focus on his family. Anand’s purported reasoning for shutting  
22 out Hullinger and de Bont was false, and Anand did not actually stop working for  
23 the company. Instead, he simply changed the corporate name and structure, re-  
24 starting the same company as a Delaware corporation, to the exclusion of Hullinger  
25 and de Bont.

26 511. On information and belief, Bellanger was aware of the false statements  
27 made by Anand to Hullinger and de Bont concerning his rationale for excluding  
28 Hullinger and de Bont. Bellanger was also aware that he and Anand were re-starting

1 the same company under a different corporate name, to the exclusion of Hullinger  
2 and de Bont. Bellanger had a duty to inform Hullinger, de Bont and Agora of these  
3 facts, but Bellanger failed to do so.

4 512. Anand and Bellanger had a duty to inform Hullinger, de Bont and Agora  
5 that Anand and Bellanger were starting a new company in the same field as Agora,  
6 but they failed to do so.

7 513. Anand and Bellanger had a duty to inform Hullinger, de Bont and Agora  
8 that they, along with Prevoty, were using and intending to use Agora's materials and  
9 technology for a competing business, but they failed to do so.

10 514. These material omissions and misrepresentations affected Anand's and  
11 Bellanger's motives, as well as Hullinger's, de Bont's and Agora's decisions.

12 515. For example, Hullinger and de Bont would not have contributed their  
13 efforts and operated their co-owned business as Agora had they known there were  
14 questions regarding their ownership interest. Indeed, Hullinger and de Bont would  
15 have taken concrete steps to remove any doubts concerning their equal ownership of  
16 the company, had they known there was any reason to question it.

17 516. As another example, Hullinger, de Bont and Agora would not have  
18 permitted Bellanger and/or Anand to access Agora's technology and other  
19 confidential information, and would not have involved them in client pitches,  
20 investor pitches, and solicitation of legal counsel, among other things, had they  
21 known of these misrepresentations and omissions.

22 517. These omissions and misrepresentations also affected Anand's and  
23 Bellanger's motivations. For example, Anand and Bellanger took advantage of  
24 these omissions and representations to re-form Agora under a different corporate  
25 name, shut out Hullinger and Anand from the company, and to later purport to  
26 dissolve and cancel Agora.

**THIRTEENTH CAUSE OF ACTION**

**(Aiding and Abetting a Constructive Fraud, Against Defendants McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and Launchpad)**

518. Plaintiffs restate and incorporate by reference their previous allegations above, as if fully set forth herein.

519. McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and Launchpad (including Teller) assisted and encouraged Bellanger and Anand in committing constructive fraud.

520. Each of Defendants McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and Launchpad (including Teller) had actual knowledge of the constructive fraud and continuing constructive fraud perpetuated by Defendants Bellanger, Anand and Prevoty.

521. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and Launchpad (including Teller) was aware of Bellanger and Anand's confidential and fiduciary relationship with each of the Plaintiffs.

522. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and Launchpad (including Teller) was aware that Anand and Bellanger had a duty to inform Hullinger, de Bont and Agora that Anand and Bellanger were starting a new company in the same field as Agora, and that they failed to do so.

523. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and Launchpad (including Teller) was aware that Anand and Bellanger had a duty to inform Hullinger, de Bont and Agora that they were using Agora's materials and technology for a competing business, and that they failed to do so.

524. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and Launchpad (including Teller) agreed to further Anand, Bellanger, and Prevoty's constructive fraud.

525. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and Launchpad (including Teller) substantially assisted and facilitated the constructive fraud by providing material support in the form of encouragement, assistance, and/or

1 funding.

2       526. Stern provided substantial assistance and encouragement to Anand and  
3 Bellanger. Stern actively assisted and encouraged Anand and Bellanger to re-start  
4 Agora as Prevoty, exclude de Bont and Hullinger and misappropriate the property  
5 and technology of Agora. Stern helped to create a plan to re-start Agora as Prevoty  
6 without Hullinger and de Bont. On information and belief, Stern also agreed to  
7 actively conceal these material facts from Plaintiffs Hullinger, de Bont and Agora.  
8 Stern further provided financial assistance to Anand and Bellanger to perpetuate  
9 their constructive fraud. Stern also knowingly and intentionally assisted Anand and  
10 Bellanger in diverting investment and customers from Agora to Prevoty. Stern  
11 provided Anand and Bellanger with introductions to additional investors and  
12 customers, thereby helping to divert investment and revenues from Agora. Stern  
13 provided advice to Bellanger and Anand on positioning a competing start-up  
14 business and reviewed investor pitch decks for Prevoty. Stern also lent his name and  
15 reputation to back Prevoty, including on pitch decks for Prevoty.

16       527. Lilling provided substantial assistance and encouragement to Anand and  
17 Bellanger. Lilling actively assisted and encouraged Anand and Bellanger to re-start  
18 Agora as Prevoty, exclude de Bont and Hullinger and misappropriate the property  
19 and technology of Agora. On information and belief, Lilling also agreed to actively  
20 conceal these material facts from Plaintiffs Hullinger, de Bont and Agora. Lilling  
21 further provided financial assistance to Anand and Bellanger to perpetuate their  
22 constructive fraud. Lilling also knowingly and intentionally assisted Anand and  
23 Bellanger in diverting investment and customers from Agora to Prevoty. Lilling  
24 provided Anand and Bellanger with introductions to additional investors and  
25 customers, thereby helping to divert investment and revenues from Agora. Lilling  
26 provided advice to Bellanger and Anand on positioning a competing start-up  
27 business and reviewed investor pitch decks for Prevoty. Lilling also lent his name  
28 and reputation to back Prevoty, including on pitch decks for Prevoty.

1           528. McNiel provided substantial assistance and encouragement to Anand  
2 and Bellanger. McNiel actively assisted Anand and Bellanger in re-starting Agora  
3 as Prevoty, excluding de Bont and Hullinger and misappropriating the property and  
4 technology of Agora. On information and belief, McNiel also agreed to actively  
5 conceal these material facts from Plaintiffs Hullinger, de Bont and Agora. McNiel  
6 also knowingly and intentionally assisted Anand and Bellanger in diverting  
7 investment and customers from Agora to Prevoty. McNiel personally assisted  
8 Anand and Bellanger in converting Agora slide decks into Prevoty slide decks for  
9 diverting potential investments and opportunities.

10           529. Kaminsky provided substantial assistance and encouragement to Anand  
11 and Bellanger. Kaminsky also knowingly and intentionally assisted Anand and  
12 Bellanger in diverting investment and customers from Agora to Prevoty. Kaminsky  
13 helped Anand and Bellanger start a competing business (Prevoty) to the exclusion of  
14 Hullinger and de Bont. On information and belief, Kaminsky also agreed to actively  
15 conceal these material facts from Plaintiffs Hullinger, de Bont and Agora.  
16 Kaminsky further provided Anand and Bellanger with introductions to additional  
17 investors and customers, thereby helping to divert investment and revenues from  
18 Agora. Kaminsky also provided advice to Bellanger and Anand on positioning a  
19 competing start-up business and reviewed investor pitch decks for Prevoty.  
20 Kaminsky provided business and/or technical advice, helping and encouraging  
21 Anand and Bellanger to commit acts amounting to constructive fraud against  
22 Plaintiffs. Kaminsky lent his name and reputation to back Prevoty, including on  
23 pitch decks for Prevoty.

24           530. Each of USVP, Karlin and Launchpad (including Teller) provided  
25 substantial assistance and encouragement to Anand and Bellanger. Each provided  
26 much-needed financial assistance to Anand and Bellanger to help them in their  
27 continuing constructive fraud. Each provided Anand and Bellanger with  
28 introductions to additional investors and encouraged those other investors to provide

1 further funding, thereby helping to divert investment from Agora and exacerbating  
2 the constructive fraud against Plaintiffs. Each also provided business advice and  
3 encouragement to Anand and Bellanger to commit acts amounting to constructive  
4 fraud.

5 531. On information and belief, each of USVP and Karlin encouraged Anand  
6 and Bellanger to submit materials purporting to dissolve Agora and cancel its  
7 Articles of Organization.

8 532. Each of Karlin and USVP continued to provide Anand and Bellanger  
9 with support and encouragement even after Plaintiffs provided extensive information  
10 and a draft Complaint detailing Anand and Bellanger's breaches. On information  
11 and belief, even after receiving detailed information, Karlin and USVP failed to  
12 conduct any meaningful investigation or take remedial action but, instead, simply  
13 forwarded the allegations to the primary wrongdoers (Anand and Bellanger).

14 533. As a result of Defendants McNiel, Stern, Lilling, Kaminsky, USVP,  
15 Karlin and Launchpad's aiding and abetting of the constructive fraud against  
16 Plaintiffs, Plaintiffs have suffered and continue to suffer significant damage in an  
17 amount to be proven at trial.

18 534. Launchpad (led by Teller) also provided office space and other office  
19 resources to Anand, Bellanger and Prevoty to help them in their continuing  
20 constructive fraud as alleged herein.

21 535. The assistance provided by each of McNiel, Stern, Lilling, Kaminsky,  
22 USVP, Karlin and Launchpad (including Teller) was a substantial factor in  
23 facilitating the constructive fraud alleged herein and a substantial factor in causing  
24 Plaintiffs' damages.

25 536. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and  
26 Launchpad (including Teller) was aware of Defendants' constructive fraud and  
27 intended that it should occur.  
28



1           537. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and  
2 Launchpad (including Teller) acted with the intent to participate in the ongoing  
3 constructive fraud by Anand, Bellanger and Prevoty for the purpose of assisting  
4 them in performing the acts constituting the constructive fraud.

5           538. Each of Defendants McNiel, Stern, Lilling, Kaminsky, USVP, Karlin  
6 and Launchpad (including Teller) has also acted with fraud, oppression and/or  
7 malice. Accordingly, Plaintiffs also seek an award of punitive and special damages.

8                           **FOURTEENTH CAUSE OF ACTION**

9                           **(Misappropriation of Trade Secrets, Against**  
10 **Defendants Anand, Bellanger, Prevoty, McNiel, Lilling, Kaminsky and Stern)**

11           539. Plaintiffs restate and incorporate by reference their previous allegations  
12 above, as if fully set forth herein.

13           540. Plaintiffs' confidential information relating to Agora's unique  
14 underlying software technology, including the Agora Blue Source Code, derives  
15 independent economic value from not being widely known to the public, and  
16 Plaintiffs used reasonable means to maintain its secrecy.

17           541. Each of Anand, Bellanger, Prevoty, McNiel, Lilling, Kaminsky and  
18 Stern knew and had reason to know that Agora's proprietary information, including  
19 the Agora Blue Source Code and other technology, was protected as a trade secret.

20           542. For example, as early as March 2012, McNiel was aware that Agora had  
21 proprietary source code, he knew that Anand, Hullinger and de Bont were working  
22 together on that source code, and he knew that the source code was being maintained  
23 as a trade secret.

24           543. Similarly, in 2012 and 2013, McNiel was aware that Agora Blue was  
25 engineered by Anand, Hullinger and de Bont through proprietary algorithms.

26           544. Anand and Bellanger, as fiduciaries to Agora, were under a duty to  
27 maintain the secrecy of Agora's trade secrets and confidential information.

28           545. On information and belief, Defendants improperly appropriated  
Plaintiffs' confidential and proprietary information and trade secrets, through

1 misrepresentations and other improper means, and used such information without  
2 Plaintiffs' express or implied consent, despite having knowledge or reason to know  
3 that said acquisition and use was in breach of Anand's and Bellanger's duty to  
4 maintain the information's secrecy and value.

5 546. Defendants' misappropriation of Agora's trade secrets violates § 3426.1  
6 of the California Civil Code, *i.e.* the Uniform Trade Secrets Act (UTSA).

7 547. As a result of Defendants' unlawful misappropriation and use of Agora's  
8 confidential and proprietary information and trade secrets, Plaintiffs have suffered  
9 significant harm, entitling them to an injunction under § 3426.2(a) of the UTSA to  
10 prevent Defendants' use of such information and materials, damages and attorneys  
11 fees under §§ 3426.3(a) and 3426.4 of the UTSA, and exemplary damages under §  
12 3426.3(c), for Defendants' willful and malicious misappropriation of Plaintiffs'  
13 trade secrets.

14 548. Defendants Anand, Bellanger, Prevoty, McNiel, Lilling, Kaminsky and  
15 Stern also conspired to commit the misappropriation described herein.

16 549. Anand, Bellanger, McNiel, Lilling, Kaminsky and Stern mutually and  
17 surreptitiously agreed and planned—either orally, in writing and/or implicitly  
18 through their actions—to undertake the wrongful misappropriation described above  
19 against Plaintiffs.

20 550. In doing so, Anand and Bellanger acted both in their personal capacity  
21 and in their respective roles with and on behalf of Prevoty.

22 551. Anand and Bellanger were each aware of the other's wrongful conduct  
23 in furtherance of their plans to commit the misappropriation, and intended that such  
24 misappropriation should occur.

25 552. McNiel, Lilling, Kaminsky and Stern acted for their own financial gain.

26 553. McNiel, Lilling, Kaminsky and Stern each knew Agora used proprietary  
27 software/source code to operate its business and that such source code was  
28 misappropriated by Anand, Bellanger and Prevoty.

1 554. Each of McNiel, Lilling, Kaminsky and Stern took actions in furtherance  
2 of the common design to misappropriate Plaintiffs' trade secrets.

3 555. Among other things, on or about February 10, 2013, Bellanger, Anand,  
4 Stern and McNiel worked together to change all "Agora" references in the pitch  
5 deck to "Prevoty." The title changed from "AGORA: Trust the Web" to  
6 "PREVOTY: Trust the Web." In the revised slides decks, they imputed ownership  
7 of Agora's source code, proprietary algorithms and other trade secrets, to Prevoty.

8 556. McNiel, Lilling, Kaminsky and Stern were each aware of Anand and  
9 Bellanger's wrongful conduct in furtherance of their plans to commit the  
10 misappropriation, and intended that such misappropriation should occur.

11 557. Accordingly, Anand, Bellanger, Prevoty, McNiel, Lilling, Kaminsky and  
12 Stern are responsible and liable for any harm caused by the other co-conspirator.

13 558. Plaintiffs have suffered significant damages as a result of Anand's,  
14 Bellanger's, Prevoty's, Lilling's, Kaminsky's, McNiel's and Stern's wrongful  
15 conduct.

16 559. Each of Defendants Anand, Bellanger, Prevoty, McNiel, Lilling,  
17 Kaminsky and Stern has also acted with fraud, oppression and/or malice.  
18 Accordingly, Plaintiffs also seek an award of punitive and special damages.

19 **FIFTEENTH CAUSE OF ACTION**

20 **(Aiding and Abetting Misappropriation of Trade Secrets,**  
21 **Against Defendants McNiel, Stern,**  
22 **Lilling, Kaminsky, USVP, Karlin and Launchpad)**

23 560. Plaintiffs restate and incorporate by reference their previous allegations  
24 above, as if fully set forth herein.

25 561. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and  
26 Launchpad (including Teller) had actual knowledge of the misappropriation and  
27 continuing misappropriation of trade secrets perpetrated by Defendants Bellanger,  
28 Anand and Prevoty.

1           562. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and  
2 Launchpad (including Teller) knew and had reason to know that Agora's proprietary  
3 information, including the Agora Blue Source Code and other proprietary materials  
4 and technology, was protected as a trade secret.

5           563. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and  
6 Launchpad (including Teller) also knew that Anand, Bellanger and Prevoty were  
7 improperly using the Agora Blue Source Code and other proprietary materials and  
8 technology belonging to Plaintiffs. Prevoty's source code has been unchanged  
9 between 2013 and April 2016.

10           564. At least as early as 2013 and continuing through today, each of McNiel,  
11 Stern, Lilling and Kaminsky has been aware that Defendants Bellanger, Anand and  
12 Prevoty improperly appropriated Plaintiffs' trade secrets, including the Agora Blue  
13 Source Code.

14           565. On information and belief, at least since the fall of 2014, USVP has been  
15 aware that Defendants Bellanger, Anand and Prevoty improperly appropriated  
16 Plaintiffs' trade secrets, including the Agora Blue Source Code.

17           566. On information and belief, at least since sometime between May 2013  
18 and fall of 2014, Karlin has been aware that Defendants Bellanger, Anand and  
19 Prevoty improperly appropriated Plaintiffs' trade secrets, including the Agora Blue  
20 Source Code.

21           567. On information and belief, at least since sometime between February  
22 and March 2013, Launchpad (including Teller) has been aware that Defendants  
23 Bellanger, Anand and Prevoty improperly appropriated Plaintiffs' trade secrets,  
24 including the Agora Blue Source Code, and continue to do so.

25           568. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and  
26 Launchpad (including Teller) substantially assisted and encouraged Bellanger,  
27 Anand and Prevoty in committing and continuing the misappropriation of trade  
28 secrets, as set forth herein.

1           569. McNiel provided substantial support and encouragement, and otherwise  
2 supported the misappropriation of Agora's trade secrets comprising source code,  
3 technology and customer and investors decks, among other things. McNiel actively  
4 assisted and/or encouraged Anand and Bellanger to re-start Agora as Prevoty,  
5 exclude de Bont and Hullinger and misappropriate Agora's trade secrets. McNiel  
6 also knowingly and intentionally assisted Anand and Bellanger in acquiring  
7 customers for use of Agora's trade secrets and investors who would facilitate further  
8 misappropriation of Agora's trade secrets.

9           570. Stern provided substantial support and encouragement, and otherwise  
10 supported the misappropriation of Agora's trade secrets comprising source code,  
11 technology and customer and investors decks, among other things. Stern personally  
12 helped Bellanger and Anand concoct a plan for re-starting Agora as Prevoty,  
13 shutting out Hullinger and de Bont, and misappropriating Agora's trade secrets.  
14 Stern knowingly provided financial assistance to Anand and Bellanger to re-start  
15 Agora as Prevoty, using Agora's trade secrets, including the Agora Blue Source  
16 Code and confidential technology now described in the '722 and '223 Patents. Stern  
17 knowingly and intentionally assisted Anand and Bellanger in acquiring customers  
18 for use of Agora's trade secrets and investors who would facilitate further  
19 misappropriation of Agora's trade secrets. Stern lent his name and reputation to  
20 back Anand, Bellanger and Prevoty's trade secret misappropriation.

21           571. Lilling provided substantial support and encouragement, and otherwise  
22 supported the misappropriation of Agora's trade secrets comprising source code,  
23 technology and customer and investors decks, among other things. Lilling  
24 knowingly provided financial assistance to Anand and Bellanger to re-start Agora as  
25 Prevoty, using Agora's trade secrets, including the Agora Blue Source Code and  
26 confidential technology now described in the '722 and '223 Patents. Lilling  
27 knowingly and intentionally assisted Anand and Bellanger in acquiring customers  
28 for use of Agora's trade secrets and investors who would facilitate further

1 misappropriation of Agora's trade secrets. Lilling lent his name and reputation to  
2 back Anand, Bellanger and Prevoty's trade secret misappropriation.

3 572. Kaminsky provided substantial support and encouragement, and  
4 otherwise supported the misappropriation of Agora's trade secrets comprising source  
5 code, technology and customer and investors decks, among other things. Kaminsky  
6 knowingly provided financial and technical assistance to Anand and Bellanger to re-  
7 start Agora as Prevoty, using Agora's trade secrets. Kaminsky knowingly and  
8 intentionally assisted Anand and Bellanger in acquiring customers for use of Agora's  
9 trade secrets and investors who would facilitate further misappropriation of Agora's  
10 trade secrets. Kaminsky lent his name and reputation to back Anand, Bellanger and  
11 Prevoty's trade secret misappropriation.

12 573. USVP provided substantial support and encouragement, and otherwise  
13 supported the misappropriation of Agora's trade secrets comprising source code,  
14 technology and customer and investors decks, among other things. USVP  
15 knowingly provided financial assistance to Anand and Bellanger to continue using  
16 Agora's trade secrets, including the Agora Blue Source Code and confidential  
17 technology now described in the '722 and '223 Patents. USVP knowingly and  
18 intentionally assisted Anand and Bellanger in acquiring customers for use of Agora's  
19 trade secrets and investors who would facilitate further misappropriation of Agora's  
20 trade secrets. USVP continued providing Anand, Bellanger and Prevoty with  
21 support and encouragement to continue the trade secret misappropriation even after  
22 Plaintiffs provided USVP with evidence detailing Anand's, Bellanger's and  
23 Prevoty's on-going misappropriation. USVP intended for Anand, Bellanger and  
24 Prevoty to continue to misappropriate Agora's trade secrets.

25 574. Karlin provided substantial support and encouragement, and otherwise  
26 supported the misappropriation of Agora's trade secrets comprising source code,  
27 technology and customer and investors decks, among other things. Karlin  
28 knowingly provided financial assistance to Anand and Bellanger to continue using



1 Agora's trade secrets, including the Agora Blue Source Code and confidential  
2 technology now described in the '722 and '223 Patents. Karlin knowingly and  
3 intentionally assisted Anand and Bellanger in acquiring customers for use of Agora's  
4 trade secrets and investors who would facilitate further misappropriation of Agora's  
5 trade secrets. Karlin continued providing Anand, Bellanger and Prevoty with  
6 support and encouragement to continue the trade secret misappropriation even after  
7 Plaintiffs provided Karlin with evidence detailing Anand's, Bellanger's and  
8 Prevoty's on-going misappropriation. Karlin intended for Anand, Bellanger and  
9 Prevoty to continue to misappropriate Agora's trade secrets.

10 575. Launchpad (including Teller) provided substantial support and  
11 encouragement, and otherwise supported the misappropriation of Agora's trade  
12 secrets comprising source code and technology, among other things. Launchpad  
13 incubated Anand, Bellanger and Prevoty, providing office space and other office  
14 services, to enable the continued misappropriation of Agora's trade secrets.  
15 Launchpad knowingly provided financial assistance to Anand and Bellanger to  
16 continue using Agora's trade secrets, including the Agora Blue Source Code and  
17 confidential technology now described in the '722 and '223 Patents. Launchpad  
18 knowingly and intentionally assisted Anand and Bellanger in acquiring customers  
19 for use of Agora's trade secrets and investors who would facilitate further  
20 misappropriation of Agora's trade secrets. Launchpad also lent its name and  
21 reputation to back Anand, Bellanger and Prevoty's trade secret misappropriation.

22 576. The assistance provided by each of McNiel, Stern, Lilling, Kaminsky,  
23 USVP, Karlin and Launchpad (including Teller) was a substantial factor in enabling  
24 and continuing the trade secret misappropriation alleged herein and a substantial  
25 factor in causing Plaintiffs' damages.

26 577. Each of Stern, Lilling, McNiel, Kaminsky, USVP, Karlin and  
27 Launchpad (including Teller) was aware of the trade secret misappropriation and  
28 intended that it should occur.



1 578. Each of Stern, Lilling, McNiel, Kaminsky, USVP, Karlin and  
2 Launchpad (including Teller) acted with the intent to participate in the ongoing  
3 misappropriation of Plaintiffs trade secrets by Anand, Bellanger and Prevoty for the  
4 purpose of assisting them in performing the acts constituting the misappropriation.

5 579. Further, USVP and Karlin helped identify potential new users, including  
6 partners and customers, for the misappropriated source code and other technology.

7 580. Plaintiffs seek damages in an amount to be proven at trial.

8 581. Each of Defendants Stern, Lilling, McNiel, Kaminsky, USVP, Karlin  
9 and Launchpad (including Teller) has also acted with fraud, oppression and/or  
10 malice. Accordingly, Plaintiffs also seek an award of punitive and special damages.

11 **SIXTEENTH CAUSE OF ACTION**

12 **(Conversion, Against Defendants Anand, Bellanger,**  
13 **Prevoty, McNiel, Stern, Kaminsky and Lilling)**

14 582. Plaintiffs restate and incorporate by reference their previous allegations  
15 above, as if fully set forth herein.

16 583. Plaintiffs owned, possessed and/or were entitled to immediate  
17 possession of personal property and other proprietary assets, which were converted  
18 by Defendants. The converted property includes, among other things, cash held in  
19 various bank accounts, email accounts, emails, programming, software, documents,  
20 other papers, patents, and other proprietary assets.

21 584. These properties and assets further include a 33.33% ownership interest  
22 in Agora for each of individual Plaintiffs Hullinger and de Bont, which was  
23 wrongfully converted by Defendants.

24 585. Defendants Anand, Bellanger, Prevoty, McNiel, Stern, Kaminsky and  
25 Lilling substantially interfered with Plaintiffs' possession and control of their  
26 property, and continue to do so until today.

27 586. Among other things, Defendants substantially interfered with Plaintiffs'  
28 possession and control of their property by taking and using Agora's property and  
other papers when developing and promoting Prevoty's business and technology.

1           587. Moreover, the methods, source code, programming and software  
2 pertaining to Agora's technology all constitute intellectual and physical property  
3 created for and rightfully belonging to Plaintiffs. As such, Plaintiffs are entitled to  
4 exercise control and ownership over such property.

5           588. Defendants not only substantially interfered with Agora's confidential  
6 information, but also interfered with Plaintiffs' access to their own documents and  
7 information. Defendants physically and abruptly cut off Hullinger and de Bont from  
8 their email accounts, as well as other documents housed on the agorasec.com  
9 network and other shared drives, including source code documents. These  
10 documents have independent value, as the physical or electronic copies were  
11 required for operating Plaintiffs' business.

12           589. Defendants also substantially interfered with Hullinger, de Bont and  
13 Agora's agorasec.com email accounts. The email accounts have independent value  
14 because they were used for contacting prospective customers, prospective investors,  
15 advisors and other important resources. Defendants prevented Plaintiffs from  
16 accessing these accounts.

17           590. Further, as alleged above, Anand filed with the PTO two patent  
18 applications in his own name – the '622 and '807 Applications – describing methods  
19 to secure user-generated content through tokenization and parsing. He subsequently  
20 assigned these patent applications to Prevoty on December 16, 2014—assignments  
21 that Prevoty accepted. The technology in Anand's patent applications constituted  
22 the same underlying technology offered by Agora in the Agora Blue product, and is  
23 rightfully owned by Agora.

24           591. Defendants Anand, Bellanger and Prevoty have intentionally and  
25 substantially interfered with Agora's property rights by patenting, taking possession  
26 of and transferring such intellectual property to Prevoty without Plaintiffs' consent.

27           592. Defendants Anand, Bellanger, Prevoty, McNiel, Stern, Kaminsky and  
28 Lilling also conspired to commit the conversion described herein.

1           593. Anand, Bellanger, McNiel, Stern, Kaminsky and Lilling mutually and  
2 surreptitiously agreed and planned—either orally, in writing and/or implicitly  
3 through their actions—to undertake the wrongful conversion of Plaintiffs’ properties  
4 and assets described above.

5           594. In doing so, Anand and Bellanger acted both in their personal capacity  
6 and in their respective roles with and on behalf of Prevoty.

7           595. Anand and Bellanger were each aware of the other’s wrongful conduct  
8 in furtherance of their plans to commit conversion, and intended that such  
9 conversion should occur.

10          596. McNiel, Stern, Kaminsky and Lilling acted for their own financial gain.

11          597. McNiel, Stern, Kaminsky and Lilling were each aware of Anand and  
12 Bellanger’s wrongful conduct in furtherance of their plans to commit conversion,  
13 and intended that such conversion should occur.

14          598. Accordingly, Anand, Bellanger, Prevoty, McNiel, Stern, Kaminsky and  
15 Lilling are responsible and liable for any harm caused by the other co-conspirator.

16          599. As a result of Defendants’ unlawful conversion, Plaintiffs have suffered  
17 significant damages in an amount to be proven at trial.

18          600. Plaintiffs are also entitled to preliminary and permanent injunctive relief  
19 ordering the return of their property.

20          601. Defendants have also acted with fraud, oppression and/or malice.  
21 Accordingly, Plaintiffs also seek an award of punitive and special damages.

22                   **SEVENTEENTH CAUSE OF ACTION**

23                   **(Aiding and Abetting Conversion Against Defendants Stern,**  
24                   **Lilling, McNiel, Kaminsky, USVP, Karlin and Launchpad)**

25          602. Plaintiffs restate and incorporate by reference their previous allegations  
26 above, as if fully set forth herein.

27          603. Each of Stern, Lilling, McNiel, Kaminsky, USVP, Karlin and  
28 Launchpad (including Teller) was aware of the on-going conversion of Plaintiffs’  
properties and assets perpetrated by Defendants Bellanger, Anand and Prevoty.

1           604. At least as early as early 2013 and through today, each of Stern, Lilling  
2 and McNiel has been aware that Defendants Bellanger, Anand and Prevoty  
3 converted Plaintiffs' properties and assets, including among other things, software,  
4 documents, intellectual property, and other Agora proprietary assets.

5           605. These properties and assets include the methods, source code,  
6 programming and software pertaining to Agora's technology, as well as patent  
7 applications filed by Prevoty based on Agora's technology.

8           606. These properties and assets further include a 33.33% ownership interest  
9 in Agora for each of individual Plaintiffs Hullinger and de Bont, which was  
10 wrongfully converted by Defendants.

11           607. On information and belief, at least as early as fall of 2014, USVP has  
12 been aware that Defendants Bellanger, Anand and Prevoty improperly converted  
13 Plaintiffs' properties and assets described above, including software, documents,  
14 intellectual property, and other Agora proprietary assets. USVP also learned the  
15 conversion was and continues to be on-going, as the converted property has never  
16 been returned to Plaintiffs.

17           608. On information and belief, at least since sometime between May 2013  
18 and fall of 2014, Karlin has been aware that Defendants Bellanger, Anand and  
19 Prevoty improperly converted Plaintiffs' properties and assets described above,  
20 including software, documents, intellectual property, and other Agora proprietary  
21 assets referenced herein. Karlin also learned the conversion was and continues to be  
22 on-going, as the converted property has never been returned to Plaintiffs.

23           609. On information and belief, at least since sometime between January and  
24 March 2013, Launchpad (including Teller) has been aware that Defendants  
25 Bellanger, Anand and Prevoty improperly converted Plaintiffs' properties and assets  
26 described above, including software, documents, intellectual property, and other  
27 Agora proprietary assets.  
28

1           610. Each of McNiel, Stern, Lilling, Kaminsky, USVP, Karlin and  
2 Launchpad (including Teller) substantially assisted and encouraged Bellanger,  
3 Anand and Prevoty in committing and continuing the conversion of Plaintiffs'  
4 properties and assets, as set forth herein. Each intended that such conversion  
5 continue.

6           611. McNiel provided support and encouragement, and otherwise supported  
7 the conversion of Plaintiffs' properties and assets comprising source code,  
8 technology and customer and investors decks, among other things. McNiel actively  
9 assisted and encouraged Anand and Bellanger to re-start Agora as Prevoty, exclude  
10 de Bont and Hullinger and convert Plaintiffs' properties and assets. McNiel  
11 personally assisted Anand and Bellanger in converting Plaintiffs' properties and  
12 assets, including slide decks, for use by Prevoty.

13           612. Stern provided support and encouragement, and otherwise supported the  
14 conversion of Plaintiffs' properties and assets comprising source code, technology  
15 and customer and investors decks, among other things. Stern personally helped  
16 Bellanger and Anand concoct a plan for re-starting Agora as Prevoty, shutting out  
17 Hullinger and de Bont, and converting Plaintiffs' properties and assets. Stern  
18 knowingly provided financial assistance to Anand and Bellanger to re-start Agora as  
19 Prevoty, using Agora's properties and assets, including the Agora Blue Source Code  
20 and confidential technology now described in the '722 and '223 Patents. Stern  
21 assisted Anand and Bellanger in converting Agora slide decks to Prevoty slide decks  
22 for use by Prevoty. Stern lent his name and reputation to back conversion of  
23 Plaintiffs' properties and assets, including on Prevoty pitch decks.

24           613. Lilling provided support and encouragement, and otherwise supported  
25 the conversion of Plaintiffs' properties and assets comprising source code,  
26 technology and customer and investors decks, among other things. Lilling  
27 knowingly provided financial assistance to Anand and Bellanger to re-start Agora as  
28 Prevoty, using Plaintiffs' properties and assets, including the Agora Blue Source

1 Code and confidential technology now described in the '722 and '223 Patents.  
2 Lilling assisted Anand and Bellanger in converting Agora slide decks to Prevoty  
3 slide decks for use by Prevoty. Lilling lent his name and reputation to back  
4 conversion of Plaintiffs' properties and assets, including on Prevoty pitch decks.

5 614. Kaminsky provided support and encouragement, and otherwise  
6 supported the conversion of Plaintiffs' properties and assets comprising source code,  
7 technology and customer and investors decks, among other things. Kaminsky  
8 knowingly provided advisory and technical assistance to Anand and Bellanger to re-  
9 start Agora as Prevoty, using Plaintiffs' properties and assets, including the Agora  
10 Blue Source Code and confidential technology now described in the '722 and '223  
11 Patents. Kaminsky lent his name and reputation to back conversion of Plaintiffs'  
12 properties and assets, including on Prevoty pitch decks.

13 615. USVP provided support and encouragement, and otherwise supported  
14 the conversion of Plaintiffs' properties and assets comprising source code,  
15 technology and customer and investors decks, among other things. USVP  
16 knowingly provided financial assistance to Anand and Bellanger to continue using  
17 Plaintiffs' properties and assets, including the Agora Blue Source Code and  
18 confidential technology now described in the '722 and '223 Patents. USVP  
19 continued providing Anand, Bellanger and Prevoty with support and encouragement  
20 to maintain the conversion of Plaintiffs' properties and assets even after Plaintiffs  
21 provided USVP with evidence detailing Anand, Bellanger and Prevoty's on-going  
22 conversion. USVP intended for the conversion of the items mentioned herein to  
23 continue.

24 616. Karlin provided support and encouragement, and otherwise supported  
25 the conversion of Plaintiffs' properties and assets comprising source code,  
26 technology and customer and investors decks, among other things. Karlin  
27 knowingly provided financial assistance to Anand and Bellanger to continue using  
28 Plaintiffs' properties and assets, including the Agora Blue Source Code and



1 confidential technology now described in the '722 and '223 Patents. Karlin  
2 continued providing Anand, Bellanger and Prevoty with support and encouragement  
3 to maintain the conversion of Plaintiffs' properties and assets even after Plaintiffs  
4 provided Karlin with evidence detailing Anand, Bellanger and Prevoty's on-going  
5 conversion. Karlin intended for the conversion of the items mentioned herein to  
6 continue.

7 617. Launchpad provided support and encouragement, and otherwise  
8 supported the conversion of Plaintiffs' properties and assets, among other things.  
9 Launchpad incubated Anand, Bellanger and Prevoty, providing office space and  
10 other office services, to enable the conversion. Launchpad also knowingly provided  
11 financial assistance, facilitated introductions, provided business advice, and lent its  
12 name and reputation to back Anand, Bellanger and Prevoty's conversion.

13 618. Each of Stern, Lilling, McNiel, Kaminsky, USVP, Karlin and  
14 Launchpad (including Teller) also assisted in the conversion of Plaintiffs' equity  
15 interest in their company. Among other things, USVP and Karlin encouraged Anand  
16 to purportedly dissolve Agora and cancel its Articles of Organization. USVP and  
17 Karlin also took for themselves equity in Prevoty that rightfully belongs to Plaintiffs,  
18 and further helped identify additional entities and individuals who have also  
19 wrongfully received Plaintiffs' equity rights.

20 619. The assistance provided by each of McNiel, Kaminsky, Stern, Lilling,  
21 USVP, Karlin and Launchpad was a substantial factor in enabling and continuing the  
22 conversion of Plaintiffs' properties and assets alleged herein and a substantial factor  
23 in causing Plaintiffs' damages.

24 620. Each of Stern, Lilling, McNiel, Kaminsky, USVP, Karlin and  
25 Launchpad (including Teller) was aware of Defendants' conversion of Plaintiffs'  
26 properties and assets and intended that it should occur.

27 621. Each of Stern, Lilling, McNiel, Kaminsky, USVP, Karlin and  
28 Launchpad (including Teller) acted with the intent to participate in the ongoing



1 conversion of Plaintiffs properties and assets by Anand, Bellanger and Prevoty for  
2 the purpose of assisting them in performing the acts constituting the conversion.

3 622. Plaintiffs seek damages in an amount to be proven at trial.

4 623. Each of Defendants Stern, Lilling, McNiel, Kaminsky, USVP, Karlin  
5 and Launchpad (including Teller) has also acted with fraud, oppression and/or  
6 malice. Accordingly, Plaintiffs also seek an award of punitive and special damages.

7 **EIGHTEENTH CAUSE OF ACTION**

8 **(Trespass to Chattels, Against Defendants Anand and Bellanger)**

9 624. Plaintiffs restate and incorporate by reference their previous allegations  
10 above, as if fully set forth herein.

11 625. As members and officers of Agora, Hullinger and de Bont were in  
12 rightful possession of their Agora email accounts and documents on Agora's shared  
13 hard drives.

14 626. Anand intentionally and substantially interfered with Hullinger and de  
15 Bont's access to their Agora email accounts and to Agora's shared drives when he  
16 unilaterally shut Hullinger and de Bont out of Agora's network. Anand also  
17 otherwise shut down access to the agorasec.com network.

18 627. Hullinger and de Bont's email accounts and shared drives (as well as  
19 those of Anand and Bellanger) contained valuable information related to their  
20 contributions to Agora's proprietary technology and business development  
21 strategies.

22 628. Hullinger and de Bont's shared drives and agorasec.com email accounts  
23 (as well as those of Anand and Bellanger) have independent value because they were  
24 used for communicating with customer contacts, investor contacts, advisory contacts  
25 and other key resources. Defendants prevented Plaintiffs from accessing these  
26 accounts. Anand's interference prevented Hullinger, de Bont and Agora from  
27 maintaining communications with prospective clients, investors, advisors and other  
28 individuals.

1           629. Agora's emails, source code, technical documents and other papers also  
2 have independent value because they are necessary for implementing Hullinger and  
3 de Bont's respective roles at Agora, for bringing on replacements for Anand and  
4 Bellanger's roles, and for continuing the business of Agora. Anand's interference  
5 with Plaintiffs' use of this property has permanently deprived Hullinger, de Bont and  
6 Agora of access to their email accounts and shared drives, preventing them from  
7 obtaining documents and materials, which they have a right to possess—and which  
8 they need in order to do their job and keep the business running.

9           630. In so doing, Anand intentionally and substantially interfered with  
10 Hullinger, de Bont and Agora's property rights without their consent.

11           631. Accordingly, Plaintiffs also seek an award of punitive and special  
12 damages.

13           632. Defendants Anand and Bellanger also conspired to commit the trespass  
14 to chattels described herein.

15           633. Anand and Bellanger mutually and surreptitiously agreed and planned—  
16 either orally, in writing and/or implicitly through their actions—to undertake the  
17 wrongful trespass described above against Plaintiffs.

18           634. Anand and Bellanger were both aware of the other's wrongful conduct  
19 in furtherance of their plans to commit the trespass, and intended that such trespass  
20 should occur.

21           635. Accordingly, Anand and Bellanger are responsible and liable for any  
22 harm caused by the other co-conspirator based on such trespass.

23           636. As a proximate result of Defendants' unlawful conduct, Hullinger, de  
24 Bont and Agora have suffered significant damages in an amount to be proven at  
25 trial.

26           637. Defendants have also acted with fraud, oppression and/or malice.  
27 Accordingly, Plaintiffs also seek an award of punitive and special damages.  
28

1                   **ADDITIONAL CAUSES OF ACTION RESERVED**

2           638. Plaintiffs restate and incorporate by reference their previous allegations  
3 above, as if fully set forth herein.

4           639. Once the '722 and '223 Patents are properly assigned to Agora,  
5 Plaintiffs are likely to amend their Complaint to add claims for patent infringement.

6           640. Plaintiffs are also continuing to investigate whether Defendants have  
7 infringed Plaintiffs' copyright in various source code and other writings belonging to  
8 Plaintiffs. Thus far, Defendants have refused to produce source code, despite the  
9 Court's order to do so. Plaintiffs are likely to amend their Complaint to add claims  
10 for copyright infringement after discovery on such issues.

11           641. Plaintiffs are also continuing to seek discovery to ascertain the names of  
12 other individuals and/or entities that conspired with Defendants and/or aided  
13 Defendants in committing the wrongs alleged above. Plaintiffs intend to amend  
14 their Complaint to add claims against these individuals and/or entities.

15           642. Plaintiffs also reserve their rights to otherwise amend their Complaint  
16 and/or add parties, to the extent permitted by the Court's scheduling order and by the  
17 Federal Rules of Civil Procedure.

18                   **DEMAND FOR JURY TRIAL**

19           643. Plaintiffs hereby demand a jury trial on all claims, damages and any  
20 other issues presented herein that are triable to a jury.

21                   **RELIEF REQUESTED**

22           WHEREFORE, Plaintiffs pray that the Court enter judgment against  
23 Defendants Anand, Bellanger, Prevoty, McNiel, Stern, Lilling, Kaminsky, USVP,  
24 Karlin and Launchpad (including Teller) and in favor of Plaintiffs as follows:

- 25           A.     Enter an Order nullifying the Certificate of Cancellation filed by  
26                   Defendant Anand and nullifying the purported dissolution, with respect  
27                   to Plaintiff Agora Systems LLC, and declaring that Plaintiffs Hullinger  
28                   and de Bont are members of Agora, that Agora continues to exist and—

1 to the extent necessary—order the reinstatement of Agora as a California  
2 limited liability company with the California Secretary of State;

3 B. In the alternative, declare that Agora continues to exist as a partnership,  
4 and declare that Plaintiffs Hullinger and de Bont are partners of Agora;

5 C. Declare that Anand has lost the right to participate in management as a  
6 member, partner and/or manager of Agora, thereby forfeiting any and all  
7 authority previously vested in him with respect to Agora;

8 D. Order that Anand and Bellanger be expelled from Agora, under Cal.  
9 Corp. Code §§ 17706.02(e) and/or 16601(5);

10 E. Order correction of inventorship on the '722 and '223 Patents by adding  
11 Hullinger and de Bont as named inventors;

12 F. Enter judgment in favor of Plaintiffs finding that Defendants Anand and  
13 Bellanger breached their fiduciary duties to Plaintiffs, and that all of the  
14 Defendants have aided and abetted Anand and Bellanger's ongoing  
15 breach of fiduciary duties;

16 G. Declare that the '722 and '223 Patents, as well as International  
17 Application No. PCT/US14/30076, U.S. Application No. 14/599,975,  
18 International Application No. PCT/US15/12078, U.S. Application No.  
19 14/599,978, International Application No. PCT/US15/12082 and any  
20 related applications or patents, as well any other patents in the same  
21 field, are owned by Agora, and order Anand and Prevoty to assign such  
22 rights to Agora;

23 H. Declare that all stock, profits, investments and other property of  
24 Prevoty—as well as any salary, bonuses or other moneys or benefits  
25 received by Anand or Bellanger with respect to their work for Prevoty—  
26 rightfully belong to Plaintiffs, with an accounting of all such stock,  
27 profits, investments and other property;  
28

- 1 I. Impose a constructive trust against Prevoty, Anand, Bellanger and any  
2 others claiming to hold stock or stock options of Prevoty, for the benefit  
3 of Agora and/or Hullinger and de Bont, with respect to (a) all stock and  
4 other equity of Prevoty, (b) all salaries, bonuses, profits and other  
5 benefits received by Defendants Prevoty, Anand and/or Bellanger, (c) all  
6 moneys and other consideration received as investments by Defendants  
7 Prevoty, Anand and/or Bellanger, and (d) any other property, profit or  
8 benefit derived through the conduct of Prevoty, or through use of  
9 Agora's property or information, or through the appropriation of any of  
10 Agora's opportunities.
- 11 J. Enjoin Anand and the other Defendants from preventing Plaintiffs'  
12 access to Agora's email accounts and shared drives;
- 13 K. Enter judgment in favor of Plaintiffs finding that Defendants have  
14 committed fraud and constructive fraud, aided and abetted a fraud and  
15 constructive fraud, misappropriated Plaintiffs' trade secrets, aided and  
16 abetted a misappropriation of trade secrets, wrongfully converted  
17 Plaintiffs' property, aided and abetted such wrongful conversion, and  
18 trespassed on Plaintiffs' chattels, and continue to do such wrongdoings;
- 19 L. Award compensatory damages caused by Defendants' wrongful conduct  
20 outlined herein, to be proven at trial;
- 21 M. Award punitive and exemplary damages for Defendants' intentional,  
22 malicious, fraudulent and/or oppressive conduct, and willful and  
23 malicious misappropriation of Plaintiffs' trade secrets;
- 24 N. Enter a preliminary and permanent injunction preventing Defendants'  
25 use of Plaintiffs' trade secrets;
- 26 O. Disgorge profits and unjust enrichment that have otherwise accrued to  
27 Defendants as a result of their wrongful conduct outlined above;  
28

1 P. Award Plaintiffs their costs and attorneys' fees to the fullest extent  
2 permitted by law;

3 Q. Award Plaintiffs pre-judgment and post-judgment interest to the fullest  
4 extent provided by law;

5 R. Declare that Defendants have engaged in a civil conspiracy, such that  
6 each Defendant is jointly and severally liable for all moneys awarded;  
7 and

8 S. Order such other and further relief as the Court deems just and proper.

9 DATED: August 12, 2016

By: /s/ Guy Ruttenberg

10 Guy Ruttenberg  
11 RUTTENBERG IP LAW, A  
12 PROFESSIONAL CORPORATION  
13 1801 Century Park East, Suite 1920  
14 Los Angeles, CA 90067  
15 Telephone: (310) 627-2270  
16 Facsimile: (310) 627-2260  
17 guy@ruttenbergiplaw.com  
18 *Attorney for Plaintiffs*  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

I certify that I caused to be served counsel of record on August 12, 2016 with  
THIRD AMENDED AND SUPPLEMENTAL COMPLAINT AND DEMAND FOR  
JURY TRIAL via CM/ECF.

Executed on August 12, 2016 in Los Angeles, California.

By: /s/ Guy Ruttenberg

GUY RUTTENBERG

Allan E. Anderson  
Jerrold Abeles  
Franjo M. Dolenac  
Jeffrey R. Makin  
Douglas E. Hewlett  
ARENT FOX LLP  
555 West Fifth Street 48th Floor  
Los Angeles, CA 90013-1065  
213-629-7400  
213-629-7401 (fax)

Matthew A. Rips  
Marc A. Fenster  
Jean Y. Rhee  
Paul A. Kroger  
Brian D. Ledahl  
RUSS AUGUST AND KABAT  
12424 Wilshire Boulevard 12th Floor  
Los Angeles, CA 90025  
310-826-7474  
310-826-6991 (fax)

Stephen A. Scott  
Dara Tang  
HAYES SCOTT BONINO  
ELLINGSON & MCLAY, LLP  
203 Redwood Shores Pkwy #480,  
Redwood City, CA 94065  
650-562-6641  
650-637-8071 (fax)